



City of Stockbridge
Bringing People
Together

STOCKBRIDGE CITY COUNCIL

Mayor Judy Neal

Mayor Pro Tem Anthony S. Ford

Councilman Elton Alexander

Councilman John Blount

Councilwoman LaKeisha Gantt

Councilwoman Neat Robinson

CITY MANAGER

CITY CLERK

Vanessa Holiday

DEPUTY CLERK

Randi Rainey

CITY ATTORNEY

Michael Williams

Council Meeting
Agenda
August 29, 2017 6:00 PM



Council Chamber 2nd Floor

4640 N. Henry Blvd.

Stockbridge, GA 30281

Website: www.cityofstockbridge.com

Phone: 770-389-7900

Fax: 770-389-7912



AGENDA COUNCIL MEETING CITY OF STOCKBRIDGE

TUESDAY, AUGUST 29, 2017 6:00 PM

Mayor & City Council

Judy Neal, Mayor
Anthony S. Ford, Mayor Pro Tem
Elton Alexander, Councilman
John Blount, Councilman
LaKeisha Gantt, Councilwoman
Neat Robinson, Councilwoman

Administration

Vanessa Holiday, City Clerk
Randi Rainey, Deputy City Clerk
Michael Williams, City Attorney

- I. Call to Order**
- II. Invocation**
- III. Pledge of Allegiance**
- IV. Roll Call**

	Present	Absent
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Mayor Pro Tem Ford	_____	_____
Mayor Neal	_____	_____
Councilman Alexander	_____	_____
Councilman Blount	_____	_____
Councilwoman Gantt	_____	_____
Councilwoman Robinson	_____	_____

- V. Adoption of the Agenda**
- VI. Review Minutes of the following meetings: Council Meeting of 7/10/2017, Work Session Meeting of 7/25/2017 and Special Called Meeting of 7/26/2017**
 - Council Meeting of 7/10/2017**
 - Work Session Meeting of 7/25/2017**
 - Special Called Meeting of 7/26/2017**

PUBLIC COMMENTS

All persons wishing to speak for public comment must sign in with the City Clerk prior to the beginning of the meeting. You must sign your name, address, and phone number. You will be able to address the Mayor and Council for three (3) minutes.

PRESENTATION

Item # 1 - 2020 Census Update

Presented by: Mayor Pro Tem Ford and William Curry

NEW BUSINESS

Item # 2 - Council Consideration to approve purchase to replace Holiday Decor at the Merle Manders Conference Center

Presented by: CieCie McGhee

Item # 3 - Council Consideration to approve the On-Call Landscaping Vendor (Big Mo's Lawncare Maintenance and Landscaping, LLC).

Presented by: Decius Aaron

Item # 4 - Council Consideration to approve the On-Call Water and Sewer Emergency & Operational Repair/Maintenance and Construction Services Vendor (Site Engineering, Inc.)

Presented by: Decius Aaron

Item # 5 - Council Consideration to approve the On-Call Street Maintenance Vendor (DAF Concrete)

Presented by: Decius Aaron

DISCUSSION

CITY MANAGER'S COMMENTS

Michael Harris

CITY ATTORNEY'S COMMENTS

Michael Williams

COUNCIL'S COMMENTS

Councilman Alexander

Councilman Blount

Mayor Pro Tem Ford

Councilwoman Gantt

Councilwoman Robinson

MAYOR'S COMMENTS

Mayor Judy Neal

EXECUTIVE SESSION (Exemptions to the Georgia Open Meetings Acts)

ANNOUNCEMENT OF UPCOMING MEETINGS & EVENTS

All meetings will be held at City Hall unless otherwise noted. Meeting dates and times are subject to change. Please check the city's website www.cityofstockbridge.com or contact City Hall offices at 770.389-7900 for information.

- Town Hall Meeting, Wednesday, August 30, 2017 at 3:00 PM., City Hall – De-Annexation and Negative Impact of the proposed City of Eagles Landing.
- East Atlanta Road Closure from Love Street to N. Henry Blvd. – August 31st 7:00 A.M. and will re-open September 1st at 7:00 A.M.
- Hwy. 138 Overlay Guidelines Public Hearing Tuesday, September 5, 2017 at 6:30 p.m. at City Hall.
- Fall Job Fair, Thursday, September 7, 2017 from 10:00 A.M. – 2:00 P.M. at the Merle Manders Conference Center 111 Davis Rd. Stockbridge
- Special Called Meeting of the City Council; Thursday, September 7, 2017 at 7:00 P.M. City Hall.
- 911 Ceremony – Monday, September 11, 2017 at the intersection of GA Hwy. 138 and North Henry Blvd. Stockbridge beginning at 9:00 A.M.
- Council Meeting, Monday, September 11, 2017 at 6:00 P.M. City Hall.
- Final 2017 Food Truck Tasty Tuesday, September 12, 2017 from 5:30 – 9:00 p.m. ***(New Location) Clark Park 111 Davis Rd. Stockbridge**

Motion to Adjourn.



Mission: To provide visionary leadership and superior municipal services that enhance the quality of life for citizens while creating a welcoming business atmosphere focused on sustainability and expansion of tourism and cultural events.



DRAFT SUMMARY MINUTES COUNCIL MEETING

MONDAY, JULY 10, 2017 6:00 p.m.

Mayor & City Council

**Mayor Judy Neal
Mayor Pro Tem Anthony S. Ford
Councilman Elton Alexander
Councilman John Blount
Councilwoman LaKeisha Gantt
Councilwoman Neat Robinson**

Administration

**Vanessa Holiday, City Clerk
Randi Rainey, Deputy City Clerk
Michael Williams, City Attorney**

Mayor Neal called the meeting to order.

Invocation was provided by Pastor Jerome Adkins of The Word Fellowship of Jesus Christ.

Pledge of Allegiance was recited in unison.

City Clerk, Vanessa Holiday was asked to proceed with a verbal roll call. All members of Council were present and a quorum was confirmed.

Councilwoman Robinson motioned to amend the Agenda to add Item #4 Space shows @ the Cochran Library Saturday, August 12, 2017 9:00 AM – 5:00 PM and Item #5 Hispanifest to be added to Bridgefest; second by Councilman Alexander. The motion passed 5-0.

Mayor Pro Tem Ford motioned for the Approval of Minutes of the Special Called Meeting of 5/4/2017, Council Meeting of 5/8/2017, Special Called Meeting of 5/30/2017 and 5/30/2017; second by Councilwoman Robinson. The motion passed 5-0.

Mayor Neal reviewed the Ceremonial Presentation where Judge Matthew McCord has been named president-elect of the Georgia Municipal Court Judges Council. After serving for a year as president-elect, he will become president of the council and will be a voting

member of the Georgia Judicial Council chaired by the chief justice of the Georgia Supreme Court.

PUBLIC COMMENTS

Mr. Wendell Moore noted he had addressed the previous Councils over the past seven years with regard music in the park (profanity is the latest concern); no parking on the streets; not happy with Food Truck event; citizens deserve better; City needs to get together and work together to improve the City.

Mr. Leonard Yancey asked the City to move forward with a police services contract; enforcement of the City's ordinances; made a request for park patrol; echoed sentiments from Mr. Moore; and referred to issues at the Transfer Station.

Mr. Harold Meyer referenced the lack of landscaping of commercial businesses, specifically Murphy's gas station on Hudson Bridge Rd. in front of Wal-Mart; also, Texaco on Eagle's Landing Pkwy does not show prices and is price gouging customers who may speak unfavorably about Stockbridge and asked for code/ordinance to require posting of prices; lights not working in the median and median curbs need repair.

Mr. Louis Goglia spoke regarding Rock Quarry Rd. Extension project and asked what was the City's role and responsibility of the project; what was the City's commitment and financial obligation to the project, not happy with the response from the County; concerned about the environmental impact and traffic management; noted he had reviewed the City's ordinances and compared them to surrounding areas and updates are needed with metrics so violations can be enforced.

PUBLIC HEARING

1. PUBLIC HEARING- Resolution to transmit the Short-Term Work Program and Capital Improvements Element Annual Update: 2017-2021 to the Atlanta Regional Commission
Presented by: Camilla Moore, Director of Community Services
Ms. Moore noted proposed expenditures for SPLOST III & SPLOST IV and proceeded with an update of each line included in the report.

PUBLIC HEARING

No speakers in favor or opposed/Public Hearing closed

Councilwoman Robinson motioned to approve the Resolution to transmit the Short-Term Work Program and Capital Improvements Element Annual Update: 2017-2021 to the Atlanta Regional Commission; second by Councilman Alexander. The motion passed 5-0.

NEW BUSINESS

2. Council Consideration – Approval of Task Release No. 2 Under Master Engineering Services Agreement between the City of Stockbridge and

Carter & Sloope, Inc. for Wastewater Treatment Plant Improvements- Phase II & Glenn Addy Pump Station Rehabilitation.

Presented by: Michael Williams, City Attorney (in the absence of Mr. Aaron)

Mr. Williams noted this is the 2nd Task Order for engineering services between the COS and Carter and Sloope, Inc. for the Wastewater Treatment Plant Improvements- Phase II, and Glenn Addy Pump Station Rehab not to exceed in the amount of \$109,000. (in the absence of Mr. Aaron)

Councilwoman Gantt motioned to approve the Task Release No. 2 Under Master Engineering Services Agreement between the City of Stockbridge and Carter & Sloope, Inc. for Wastewater Treatment Plant Improvements-Phase II & Glenn Addy Pump Station Rehabilitation; second by Councilwoman Robinson. The motion passed 5-0.

3. Council Consideration- Authorization to place a Lil' Library Box on City property @ Rock Quarry Road/ Eagle's Landing Parkway using Council Initiative funds for the project.
Presented by: Councilman Alexander

Councilman Alexander stated his request for Council's permission to add a Lil' Library Box at Eagles Landing Monument Park. Councilman Alexander mentioned the Lil Library project is a national program where citizens voluntarily stock the location with books, and where citizens take a book and leave one for the next person. Councilman Alexander also noted the Eagles Landing Community Association partnered with the City of Stockbridge to create the park.

Councilman Alexander motioned to approve the authorization to place a Lil' Library Box on city property @ Rock Quarry/Eagle's Landing Pkwy with the condition to remove the box if there is not enough foot traffic and Eagles Landing Community Association volunteers will maintain the location with funding from Councilman Alexander's Council Initiative fund not to exceed \$400; second by Councilwoman Robinson. The motion passed 3-2-0 (Councilman Blount and Mayor Pro Tem Ford opposed).

DISCUSSION

4. Presentation of Indoor Planetarium at Cochran Library August 21, 2017
Presented by: Carolyn Fuller, Henry County Library Director
Ms. Fuller gave an open invitation the Mayor and Council and all citizens to attend the August 21st solar eclipse event, noting there would be solar glasses for all to use, and the library hours will be extended that day. Ms. Fuller also noted they had the option of getting an inflatable indoor planetarium which

includes 6 different programs with 30 mins. Videos for children and encourages all to come out the free event. Ms. Fuller stated she was excited the event was taking place at the Stockbridge library and thanked Mayor and Council for their continued support over the years. No Action Taken.

5. Council Consideration- Hispanifest/Bridgefest

Presented by: Councilwoman Robinson

Councilwoman Robinson stated the Main Street Program and the Events Coordinator is asking Council for support in purchasing a \$5,000 stage for the Hispanifest/Bridgefest event noting if Council was not in support, the two programs would have to step out of participating. Councilwoman Robinson further noted the great turnout of the Hispanic population at the 2016 event.

Council discussion raised questions regarding the state, the cost and activities of the event.

Councilwoman Gantt made the request to meet with the Events team prior to making any decisions.

Mayor Pro Tem Ford referenced the City's excellent audit report and financial position and stated there should not be an issue with funding in support of a 2nd stage.

Ms. Nabers noted a budget amendment would be required.

Councilman Blount referenced the success of the 2016 event and noted his concerns for adequate security.

Councilman Alexander stated he assertion that the Hispanifest portion re-energized Bridgefest.

No Action Taken. Item will be heard at a future meeting pending follow-up with staff and was not date specific.

COMMENTS FROM THE CITY COUNCIL

Councilman Alexander thanked everyone for coming out; referenced the length of time to vote an item and further stating, the Council must do better.

Councilman Blount noted he is a servant of the community; asked Council to be cautious when spending public money and to make decisions that make sense; invited Henry County residents to attend the Back to School event on July 29th. Mayor Pro Tem Ford thanked everyone and asked all to keep the faith, God is in control; asked that everyone continue to have a great summer and be safe.

Councilwoman Gantt said that it is an honor to serve; thanked everyone for their support of the Council and to keep everyone in their prayers.

Councilwoman Robinson explained Council Initiatives as the Council's personal ideas that they bring to the City noting each member has different ideas to service all citizens; and stated the Council is here to serve all citizens of Stockbridge.

COMMENTS FROM THE MAYOR

None

UPCOMING OFFICIAL CITY MEETINGS/EVENTS/ANNOUNCEMENTS

Meeting will be held at City Hall unless otherwise noted. Meeting dates and times are subject to change. Please visit the city's website www.cityofstockbridge.com, Facebook page or contact City Hall offices at 770.389-7900 for updates and detailed information.

- Food Truck Tasty Tuesday, July 11, 2017 from 5:30 – 9:00 P.M.
*(New Location) **Clark Park 111 Davis Rd. Stockbridge**
- Main Street Advisory Board Meeting, Friday, July 14, 2017 at 9:00 a.m. City Hall, Levi Meeting Room. **CANCELED**

UPCOMING COUNCIL MEMBER COMMUNITY MEETINGS AND/OR INITIATIVES

- FREE Sounds of Summer Concert, July 15, 2017 at 6:00 p.m. City Hall Lawn. (Bring your lawn chairs).
- Downtown Development Authority Meeting, Monday, July 17, 2017 at 6:00 p.m. City Hall, Levi Meeting Room.
- Food Truck Tasty Tuesday, July 18, 2017 from 5:30-9:00 p.m.
*(New location) **Clark Park 111 Davis Rd. Stockbridge**
- Youth Council Meeting, Wednesday, July 19, 2017 at 5:30 p.m. City Hall, Levi Meeting Room.
- Youth Council Advisory Committee Meeting, July 20, 2017 at 5:30 p.m. City Hall, Levi Meeting Room.
- Food Truck Tasty Tuesday, July 25, 2017 from 5:30-9:00 p.m.
*(New location) **Clark Park 111 Davis Rd. Stockbridge**
- Council Work Session- Tuesday, July 25, 2017- 6:00 p.m. City Hall Chambers.
- Planning Commission Meeting, Thursday, July 27, 2017 at 6:00 p.m. City Hall, Levi Meeting Room.

UPCOMING CIVIC EVENTS

- Bike Trail Ride, Saturday, July 15, 2017 at 10:00 a.m. from Reeves Creek Trail/ Flippen Rd. to Memorial Park Stockbridge
- Youth Council Beautification Day Project, Saturday, July 22, 2017 from 9:00 a.m.- 12:00 p.m. More information to follow
- Eat to live Health & Wellness Workshop Par 1 in partnership with Dana L. Lemon, Monday, July 24, 2017 from 6:00 p.m. -8:00 p.m. at Ted Strickland Community Center: 130 M. L. King, Sr. Heritage Trail, Stockbridge. Registration required. Contact Lisa Comrie for more information @ 678-833-3348.
- Back to School Kick-Off- Saturday, July 29, 2017 from 10:00 a.m.- 1:00p.m. at the Merle Manders Conference Center: 111 Davis Rd. Stockbridge, - For students and Teachers of the Henry County School District (Must present ID).

EXECUTIVE SESSION (If necessary)

Councilwoman Robinson motioned to convene into Executive Session for Litigation, Personnel and Real Estate; second by Councilwoman Gantt. The motion passed 5-0.

Mayor Pro Tem Ford motioned to adjourn Executive Session; second by Councilwoman Gantt. The motion passed 5-0.

Mayor Pro Tem Ford motioned to appoint Lisa Comrie Executive Assistant to Mayor and Council position; second by Councilwoman Robinson. The motion passed 5-0.

Mayor Pro Tem Ford motioned to adjourn the meeting; second by Councilman Alexander. The motion passed 5-0. 11:00 P.M.

Respectfully submitted by:

Vanessa Holiday, City Clerk CMC

Judy Neal, Mayor



Mission: To provide visionary leadership and superior municipal services that enhance the quality of life for citizens while creating a welcoming business atmosphere focused on sustainability and expansion of tourism and cultural events.



DRAFT SUMMARY MINUTES WORK SESSION MEETING

TUESDAY, JULY 25, 2017 6:00 p.m.

Mayor & City Council

**Mayor Judy Neal
Mayor Pro Tem Anthony S. Ford
Councilman Elton Alexander
Councilman John Blount
Councilwoman LaKeisha Gantt
Councilwoman Neat Robinson**

Administration

**Vanessa Holiday, City Clerk
Randi Rainey, Deputy City Clerk
Michael Williams, City Attorney**

Call to Order by Mayor Neal.

Invocation was provided by Pastor Susan Bennett of Stockbridge Presbyterian Church.

Pledge of Allegiance was recited in unison.

City Clerk, Vanessa Holiday proceeded with a verbal roll call, all members of Council were present except for Councilman Alexander, a quorum was confirmed.

Mayor Pro Tem Ford motioned to amend the Agenda to add under New Business Item #3 - 3rd Sounds of Summer Concert funding and Item #4-Funding for Hispanifest as a part of Bridgefest 2017; second by Councilwoman Gantt. The motion passed 4-0.

Review of Minutes – Scheduled to be at the adopted August 14th Council Meeting: Special Called Meeting of 6/12/2017, Council Meeting of 6/12/2017, Special Called Meeting of 6/28/2017, and Work Session Meeting of 6/28/2017. No Action Taken.

Mayor Neal reviewed the Ceremonial Swearing-In of the Stockbridge Youth Council.

Councilman Alexander joined the meeting at 6:36 P.M.

TOWN HALL COMMUNITY UPDATE

1. Public Safety – Henry County Police/Sheriff's Office Joint Presentation
Followed by Q & A
The Henry County Police Dept. and Sheriff's Office presented a joint presentation on gangs and gang activity in Henry County- followed by Q&A.
2. Public Works Update - Decius Aaron, Public Works Director gave an update of 30+ Public Works Projects that are in various states followed by Q & A.
Mr. Aaron made a request for Council Consideration to replace the fence surrounding the tennis courts at Gardner Park where the courts are being resurfaced.

Councilman Alexander motioned to approve the fence replacement at Gardner Park by Lindavid Inc. DBA C&C Fence Co. in the amount of \$18,300 funded by SPLOST; second by Councilwoman Robinson. The motion passed 5-0.
3. Community Development Update – Camilla Moore, Community Development Director Followed by Q & A
Ms. Moore gave an update on Community Development, Code Enforcement, Business Licenses and the brining Permitting and Building Inspections in-house, and noted current projects underway.
4. Financial Update – Linda Nabers, Treasurer
Followed by Q & A
Ms. Nabers presented a Financial Summary of the City's YTD revenues and expenditures through June 30, 2017 (2nd Qtr.)

PUBLIC COMMENTS

Mr. Wendell Moore noted previous complaints with no response from the City; asked Council to identify and focus on downtown Stockbridge, fix curbs and end lawsuits.

Mr. Leonard Yancey asked the City to enforce the current ordinances; resolve the police services, noted the estimated \$1 million dollars loss of revenue from the court, referenced the elected officials' oath to provide a healthy environment and asked the officials to be accountable.

Ms. Reed spoke favorably of the City staff and read a letter from the Downtown Development Authority commending the newly appointed Community Development Director, Camilla Moore.

NEW BUSINESS

5. Council Consideration to approve a 3rd Sounds of Summer Concert
Presented by: Mayor Pro Tem Ford
Mayor Pro Tem Ford noted the success of the past Sounds of Summer concerts and expressed the City's history of three concerts during the summer months, each costing approximately \$15,000.

Mayor Pro Tem Ford motioned to approve the 3rd Sounds of Summer Concert; second by Councilwoman Gantt. The vote was cast with Alexander and Ford in favor, and Blount and Robinson opposed and Gantt abstained. Mayor Neal cast a vote in opposition. The motion failed 2-3-1 (Alexander and Ford voted in favor) (Blount, Robinson and Neal opposed) (Gantt abstained).

6. Council Consideration to approve funding for stage up to \$5,000 for Hispanifest to be added to Bridgefest.
Presented by: Mayor Pro Tem Ford
Mayor Pro Tem Ford noted both concerts in 2016 were a huge success and would like to include Hispanifest again in 2017 with performances on the 2nd stage.

Mayor Pro Tem Ford motioned to approve up to \$5,000 for a stage for Hispanifest with an additional \$5,000 for Bridgefest promotions; second by Councilman Alexander. The motion passed 4-1 (Blount opposed).

7. 2nd Qtr. Budget Amendment No. 2017-002
Presented by: Linda Nabers, Treasurer
Councilwoman Gantt motioned to approve Budget Amendment Item No. 2017-002 in the amount of \$512,294; second by Mayor Pro Tem Ford. The motion passed 4-0-1 (Councilman Alexander abstained).

Mayor Pro Tem Ford motioned to approve Budget Amendment No. 2017-003 in the amount of \$10,000; second by Councilman Alexander. The motion passed 4-0-1 (Councilman Blount abstained).

COMMENTS FROM THE CITY COUNCIL

No Comments

COMMENTS FROM THE MAYOR

No Comments

UPCOMING OFFICIAL CITY MEETINGS/EVENTS/ANNOUNCEMENTS

Meeting will be held at City Hall unless otherwise noted. Meeting dates and times are subject to change. Please visit the city's website www.cityofstockbridge.com, Facebook page or contact City Hall offices at 770.389-7900 for updates and detailed information.

- Special Called Meeting, Wednesday, July 26, 2017 at 10:00 a.m., City Hall for Executive Session/Personnel.
- Planning Commission Meeting, Thursday, July 27, 2017 at 6:00 p.m. City Hall, Levi Meeting Room.
- Food Truck Tasty Tuesday, August 1, 2017 from 5:30 – 9:00 p.m.
***(New Location) Clark Park 111 Davis Rd. Stockbridge**
- Special Called Meeting, Wednesday, July 26, 2017 at 10:00 a.m. at City Hall for Executive Session/Personnel.
- Special Called Meeting, Thursday, August 3, 2017 at 9:00 a.m. at City Hall for Executive Session/Personnel.
- Special Called Meeting, Friday, August 4, 2017 at 10:00 a.m., City Hall for Executive Session/Personnel.
- Food Truck Tasty Tuesday, August 8, 2017 from 5:30 – 9:00 p.m.
***(New Location) Clark Park 111 Davis Rd. Stockbridge**
- Council Meeting, Monday, August 14, 2017 at 6:00 p.m. City Hall
- Food Truck Tasty Tuesday, August 15, 2017 from 5:30 – 9:00 p.m.
***(New Location) Clark Park 111 Davis Rd. Stockbridge**
- Downtown Development Authority Meeting, Monday, August 21, 2017 at 6:00 p.m. City Hall, Levi Meeting Room.
- Food Truck Tasty Tuesday, August 22, 2017 from 5:30 – 9:00 p.m.
***(New Location) Clark Park 111 Davis Rd. Stockbridge**
- Work Session Meeting, Tuesday, August 29, 2017 at 6:00 p.m. City Hall
- Food Truck Tasty Tuesday, August 29, 2017 from 5:30 – 9:00 p.m.
***(New Location) Clark Park 111 Davis Rd. Stockbridge**

UPCOMING COUNCILMEMBER & YOUTH MEETINGS AND/OR EVENTS

- Back to School Kick-Off – Saturday, July 29, 2017 from 10:00 a.m. – 1:00 p.m. at the Merle Manders Conference Center 111 Davis Rd. Stockbridge, – For Students and Teachers of the Henry County School District (Must Present ID)

UPCOMING CIVIC EVENTS

- Indoor Planetarium – Space Shows @ the Cochran Library Saturday, August 12, 2017 9:00 A.M. – 5:00 P.M. 174 Burke Street, Stockbridge First Come/First Serve

Councilwoman Gantt motioned to convene Executive Session for Personnel, Real Estate and Litigation; second by Mayor Pro Tem Ford. The motion passed 5-0

Councilwoman Robinson motioned to adjourn Executive Session; second by Councilman Blount. The motion passed 3-0 (Councilwoman Gantt and Mayor Pro Tem Ford were not on the dais for the vote).

Councilwoman Robinson motioned to reconvene the meeting; second by Councilman Blount. The motion passed 5-0.

Councilwoman Robinson motioned to adjourn the meeting at 11:00pm; second by Councilman Blount. The motion passed 5-0.

Respectfully submitted by:

Vanessa Holiday, City Clerk CMC

Judy Neal, Mayor



Mission: To provide visionary leadership and superior municipal services that enhance the quality of life for citizens while creating a welcoming business atmosphere focused on sustainability and expansion of tourism and cultural events.



**SUMMARY MINUTES
SPECIAL CALLED MEETING
WEDNESDAY, JULY 26, 2017 10:00 a.m.**

Mayor & City Council

**Mayor Judy B. Neal
Mayor Pro Tem Anthony S. Ford
Councilman Elton Alexander
Councilman John Blount
Councilwoman LaKeisha Gantt
Councilwoman Neat Robinson**

Administration

**Vanessa Holiday, City Clerk
Randi Rainey, Deputy City Clerk
Michael Williams, City Attorney**

Meeting called to order by Mayor Neal

Invocation was not provided.

Pledge of Allegiance was not recited.

City Clerk, Vanessa Holiday proceeded with a verbal roll call. All members of Council were present with the exception of Councilman Alexander and Councilwoman Gantt. A quorum was confirmed.

Mayor Pro Tem Ford motioned to adopt the Agenda; second by Councilwoman Robinson. The motion passed 3-0.

Councilwoman Robinson motioned to convene into Executive Session for Personnel Matters; second by Mayor Pro Tem Ford. The motion passed 3-0.

Councilman Alexander joined Executive Session at 10:37 A.M.

Councilwoman Blount exited Executive Session at 11:40 A.M.

Motion to adjourn Executive Session made by Mayor Pro Tem Ford; second by Councilman Alexander. Passed 3-0.

Motion to reconvene the meeting made by Mayor Pro Tem Ford; second by Councilman Alexander. Passed 3-0.

Motion to adjourn made by Mayor Pro Tem Ford; second by Councilwoman Robinson.
11:45 A.M.

Respectfully submitted by:

Vanessa Holiday, City Clerk CMC

Judy Neal, Mayor

ITEM #1 - Presentation

2020 Census Update

Presented by:

Mayor Pro Tem Ford &

William Curry, Geographer

U.S. Dept. of Commerce –

U. S. Census Bureau

Council
Consideration to
approve purchase
to replace Holiday
Décor at the Merle
Manders
Conference Center.
Presented by: Cie
Cie McGhee,
Conference Center
& Events Manager

FORM 13

SEALED BID LABEL

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE

SEALED BID ENCLOSED

DELIVER TO:

City of Stockbridge
Finance Department – Purchasing Division
Attn: Donald R. Riley, CPPB – Procurement Specialist
4640 North Henry Boulevard
Stockbridge, Georgia 30281

DATE: JUNE 20, 2017

ITB MUST BE RECEIVED BEFORE 12:00 NOON

COMPANY NAME: Big Mo's Landscape Maint And Lscp
LLC

ITB # 17ITB040317-DRR,

ON-CALL LANDSCAPE MAINTENANCE SERVICES

SUBMITTAL CHECKLIST

ITB #17ITB040317-DRR, ON-CALL LANDSCAPE MAINTENANCE SERVICES

SUBMITTAL CHECKLIST

1. Use the submittal checklist to verify that all required information is included in your bid;
2. It is the sole responsibility of each Contractor to ensure that their bid is inclusive of all submittals outlined below or elsewhere in this ITB;
3. **Failure to submit any of the items below may cause rejection of the bid;**
4. The bid documents must be submitted as follows: one (1) Original Bid marked "Original" and five (5) identical copies including all required attachments; and labeled with the Name and Number of the Bid document;
5. The City assumes no liability for the differences in the information contained in the Contractor(s) printed bid submission. In the event of any discrepancy, the City will rely upon the information in the printed "Original" bid submission; and
6. The City shall not consider any bid that does not include completed Illegal Immigration Reform and Enforcement Act Affidavit Form(s).

DOCUMENTATION DESCRIPTION

INITIAL IF INCLUDED

- | | |
|---|-------|
| 1. ADDENDA (IF APPLICABLE) | _____ |
| 2. SUBMITTAL CHECKLIST (THIS FORM) | _____ |
| 3. BID (1 ORIGINAL & 5 HARD COPIES) | _____ |
| 4. COST BID (ATTACHMENT 2) | _____ |
| 5. REQUIRED FORM SUBMITTALS (APPENDIX C) | _____ |
| FORM 1: NON-COLLUSION BIDDING CERTIFICATE | _____ |
| FORM 2: NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR | _____ |
| FORM 3: CERTIFICATE REGARDING DEBARMENT, SUSPENSION | _____ |
| FORM 4: INELIGIBILITY CERTIFICATE | _____ |
| FORM 5: CERTIFICATE OF A DRUG FREE WORKPLACE | _____ |
| FORM 6: CONFLICT OF INTEREST & PROHIBITION AGAINST | _____ |
| CONTINGENT FEES CERTIFICATION | _____ |
| FORM 7: AFFIDAVIT VERIFYING STATUS FOR PUBLIC BENEFIT | _____ |
| APPLICATION | _____ |
| FORM 8: CERTIFICATION REGARDING LOBBYING | _____ |
| FORM 9: BID SUBMITTAL LETTER | _____ |
| FORM 10: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR | _____ |
| AFFIDAVIT/AGREEMENT | _____ |
| FORM 11: GEORGIA SECURITY AND IMMIGRATION | _____ |
| SUB-CONTRACTOR AFFIDAVIT | _____ |
| FORM 12: REFERENCE AND RELEASE FORM | _____ |
| FORM 13: SEALED BID LABEL | _____ |
| 6. BUSINESS LICENSE | _____ |
| 7. W-9 FORM | _____ |
| 8. ACKNOWLEDGEMENT OF INSURANCE CERTIFICATE | _____ |

Johnny Muklow
 Printed Name
[Signature]
 Signature
404-323-9528
 Phone Number

Owner
 Title
Big Mo's Landscape Maintenance LLC
 Firm Name
jaymo@Bigmolandcare.com
 Email Address
06-17-2017
 Date

ATTACHMENT 2 BID PRICING

The successful Contractor is required to furnish all labor, travel, resources, materials, tools, equipment and services required to satisfactorily complete the installation and set-up of all items as stated below. All costs listed below are inclusive. The City will not be responsible for charges that are not included on this Bid Pricing Form. Please do not make modifications to this form as any change may render Contractor's Bid nonresponsive. Please complete the form in its entirety. Any alternate or optional fee structures must be submitted on a separate sheet and shall not be submitted in lieu of this Bid Pricing Form.

STREETS, ROADS AND RIGHT-OF-WAYS TO BE MOWED COST PER CUT

STREET	START	STOP	LENGTH (MILES)	COST PER CUT
Black Hall Road	Walt Stephens Road	ROW	0.02	\$ 75.00
Bryant St.	East Atlanta Road	Dead End	0.32	\$ 100.00
Burke Street	N. Henry BLVD	Davis Road	0.40	\$ 100.00
Carrle Mae Lane	Second Street	Wilson Street	0.10	\$ 125.00
Center Street	N. Henry BLVD	West Burke Street	0.16	\$ 125.00
Childs Street	Tye Street	Dead End	0.17	\$ 100.00
Church Street	MLK SR Heritage Trail	Wilson AVE	0.08	\$ 125.00
Daniel Drive	Hwy 42 South	Hwy 138 West	0.50	\$ 400.00
Davidson PKWY	Old Atlanta Road	City Limit Sign	1.00	\$ 125.00
Davis Road	Hwy 42 South	Burke Street	1.90	\$ 250.00
East Atlanta Road	N. Henry BLVD	Valley Hill Road	1.70	\$ 225.00
First Street	Tye Street	MLK SR Heritage Trail	0.10	\$ 100.00
Flippen Road	N. Henry BLVD	City Limit Sign	2.50	\$ 350.00
Hudson Bridge Road	Median	Hudson Bridge Drive	0.60	\$ 200.00
Hwy 42 South	Parkland Drive	1 st Bridge South	0.35	\$ 100.00
Jennings Way	Second Street	Wilson Street	0.10	\$ 125.00
Jim Clark Drive	Burke Street	MLK SR Heritage Trail	0.04	\$ 75.00
Jodeco Road	Fletcher Street	I-75	0.25	\$ 100.00
Lake Drive	Lambert Drive	Lake Terrace	0.17	\$ 100.00
Lambert Drive	N. Henry BLVD	Dead End	0.21	\$ 100.00
Love Street	East Atlanta Road	Burke Street	0.09	\$ 125.00
Mann BLVD	Nolan Street	Oakland BLVD	0.28	\$ 125.00
MLK SR Heritage Trail	Nolan Street	Rock Quarry Road	0.80	\$ 1500.00
Miller Court	Miller Road	Dead End	0.09	\$ 125.00
Miller Road	Mann BLVD	Neal AVE	0.25	\$ 135.00
N. Lee Street	N. Henry BLVD	Bryant Street	0.27	\$ 125.00
Neal AVE	N. Henry BLVD	Oakland BLVD	0.28	\$ 125.00

Nolan Street	Tye Street	MLK SR Heritage Trail	0.11	\$ 125.00
N. Henry BLVD	Pinehurst Drive	Daniel Drive	2.80	\$ 550.00
Northpark Trail	Rock Quarry Road	Rock Quarry Road	0.74	\$ 400.00
Oakland BLVD	Neal AVE	Mann BLVD	0.26	\$ 125.00
Old Atlanta Road	Flippen Road	Davidson PKWY	1.10	\$ 150.00
Old Conyers Road	East Atlanta Road	City Limit Sign	0.50	\$ 75.00
Parkland Drive	Highway 42 South	Dead End	0.57	\$ 125.00
Pinehurst Drive	N. Henry BLVD	ROW	0.13	\$ 125.00
Reeves PKWY	Rock Quarry Road	Rum Creek PKWY	0.30	\$ 125.00
Rock Quarry Road	N. Henry BLVD	Eagles Landing PKWY	2.70	\$ 800.00
Rosenwald Circle	Tye Street	Dead End	0.27	\$ 125.00
Rum Creek PKWY	Reeves PKWY	Dead End	0.40	\$ 300.00
Ryans Drive	N. Henry BLVD	Old Atlanta Road	0.09	\$ 75.00
South Berry Street	MLK SR Heritage Trail	Second Street	0.27	\$ 125.00
Scott BLVD	N. Henry BLVD	ROW	0.06	\$ 75.00

*** LEGEND (BLVD = Boulevard), (PKWY = Parkway), (ROW = Right of Way), (N. = North), (AVE = Avenue), (MLK SR = Martin Luther King Senior), (ST. = Street), (DR. = Drive), (RD = Road).

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STREETS, ROADS AND RIGHT-OF-WAYS TO BE MOWED COST PER CUT

STREET	START	STOP	LENGTH (MILES)	COST PER CUT
Second Street	Tye Street	MLK SR Heritage Trail	0.28	\$ 150.00
Shields Road	N. Henry BLVD	Davis Road	0.90	\$ 1500.00
South Crescent PKWY	Hwy 138 West	South Crescent PKWY	0.20	\$ 125.00
South Lee Street	N. Henry BLVD	Rock Quarry Road	0.80	\$ 400.00
Speer Road	Walt Stephens Road	City Limit Sign	0.50	\$ 75.00
Spring Street	Rock Quarry Road	Dead End	0.23	\$ 125.00
Taylor Drive	East Atlanta Road	Dead End	0.21	\$ 125.00
Tye Street	N. Henry BLVD	Read Oak Road	1.50	\$ 800.00
Village Business PKWY	Eagles Landing PKWY	Dead End	0.25	\$ 150.00
W. Burke Street	Burke Street	Center Street	0.20	\$ 125.00
Walker Street	Wilson Street	Dead End	0.10	\$ 100.00
Walt Stephens Road	Old Legends BLVD	City Limit Sign	1.25	\$ 150.00
Walter Way	Hwy 138 West	Davidson PKWY	1.07	\$ 150.00
Ward Street	Love Street	Harrell Drive	0.23	\$ 125.00
Welch Street	Second Street	Wilson Street	0.10	\$ 75.00
Wilson AVE	Second Street	Childs Street	0.40	\$ 125.00
Wilson Street	Wilson AVE	Jennings Way	0.22	\$ 125.00

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AREAS TO BE MOWED COST PER CUT

AREA	COST PER CUT
Burke Street Cemetery	\$ 1500.00
Stockbridge Cemetery	\$ 3000.00
Medians - Hudson Bridge Road	\$ 300.00
Green Area(s) - City Hall	\$ 100.00

SERVICES REQUESTED	TOTAL COST
MOWING ALL 62 LOCATIONS	\$ 12,975.00
EDGING ALL 62 LOCATIONS	\$ 3,281.00
BLOWING, DEBRIS PICK-UP & LITER CONTROL AT ALL 62 LOCATIONS	\$ 3,244.00
TOTAL COST FOR ALL (SERVICES REQUESTED)	19,500.00

Big Mo's LAWN CARE MAINT And LSC, LLC 6/17/2017
 Company Name Date
JOHANNY MULBROW X [Signature]
 Name of Authorized Representative Authorized Representative's Signature

APPENDIX C: REQUIRED SUBMITTALS

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

ALL bids **MUST** be received at the City of Stockbridge Finance Department – Purchasing Division.

REQUIRED CERTIFICATIONS/ATTACHMENTS

To be deemed responsive to this ITB, Proposers must provide the information requested and, where applicable, complete in detail all Bid Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Bid Forms. As appropriate, Proposers shall reproduce each Bid Form and complete the appropriate portions of the forms provided in this section.

- Form 1: Non-Collusion Bidding Certificate;
- Form 2: Non-Collusion Affidavit of Sub-Contractor;
- Form 3: Certificate Regarding Debarment, Suspension, and Other Responsibility Matters; Primary Covered Transactions;
- Form 4: Ineligibility Certificate;
- Form 5: Certification of a Drug-Free Workplace;
- Form 6: Conflict of Interest & Prohibition Against Contingent Fees Certification;
- Form 7: Affidavit Verifying Status for City Public Benefit Application
- Form 8: Certification Regarding Lobbying;
- Form 9: Bid Submittal Letter;
- Form 10: Georgia Security and Immigration Contractor Affidavit/Agreement;
- Form 11: Georgia Security and Immigration Sub-Contractor Affidavit;
- Form 12: Reference and Release Form
- Form 13: Sealed Bid Label

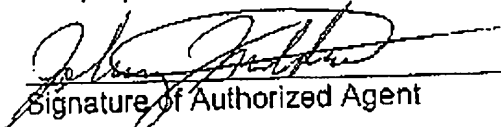
FORM 1

NON-COLLUSION BIDDING CERTIFICATE

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

By submission of this certificate, each Proposer and each person signing on behalf of any Proposer certifies under penalty of perjury, that to the best of its knowledge and belief:

1. The cost or prices to be negotiated shall have been arrived at independently without collusion, consultation, communication or agreement, for any purpose of restricting competition as to any matter relating to such costs or prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the cost or prices to be negotiated have not been knowingly disclosed by the firm prior to the opening of price negotiations, directly or indirectly to any other Proposer or to any competitor; and,
3. No attempt has been made or will be made by the Proposer to induce any person, partnership or corporation to submit or not submit a Statement of Qualifications for the purpose of restricting competition.


Signature of Authorized Agent

Johnny Muldrow Owner
Name/Title of Authorized Agent

06-15-2017
Date

FORM 2

NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of Georgia County of HENRY
being first duly sworn, deposes and says that:

(1) ~~He~~ She is OWNER (owner, partner officer, representative, or agent) of BIG MOS LAWN CARE, the sub-contractor that has submitted the attached ITB;

(2) He is fully informed respecting the preparation and contents of the attached ITB and of all pertinent circumstances respecting such ITB;

(3) Such ITB is genuine and is not a collusive or sham ITB;

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham ITB in connection with the Contract for which the attached ITB has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached ITB or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against City of Stockbridge or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached ITB are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

[Signature]
(Signed)
Owner
(Title)

Subscribed and Sworn to before me this 15 day of June, 20 17

Name Ashton C Taylor

Title NOTARY PUBLIC

My commission expires (Date) 03/30/2021

Ashton C Taylor
NOTARY PUBLIC
HENRY COUNTY, GEORGIA
My Commission Expires
03/30/2021

[Signature]

FORM 3

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS; PRIMARY COVERED TRANSACTIONS

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

The Proposer, Big MD'S LANDSCAPE MAINT. AND LDSCP, certifies to the best of its knowledge and
that it and its principals: belief,

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;
2. Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/Bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Bid.

The Contractor, _____, certifies or affirms the truthfulness
and accuracy of the contents of the statements submitted on or with this Certification and
understands that the provisions of 31 U.S.C. Sections 3801 Et Seq., are applicable thereto.

Johnny Muldrow
Signature of Authorized Agent

Johnny Muldrow Owner
Name/Title of Authorized Agent

06-15-2017
Date

Walter C. [Signature]
Witness

FORM 4

INELIGIBILITY CERTIFICATE

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of Big MO'S LANDSCAPE MAINT AND LDC and it is also whose address is 137 WILLOW SPRINGS LANE, STOCKBRIDGE GA. 30281, certifies that the Contractor, nor any of its Sub-Contractors to be used in performing this Contract, are listed on the list of Ineligible Contractors maintained by the Comptroller General of the United States.

Johnny Muldrow
Signature of Authorized Agent

Johnny Muldrow
Name/Title of Authorized Agent

06-15-2017
Date

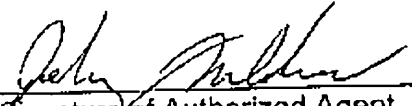
FORM 5

CERTIFICATION OF DRUG-FREE WORKPLACE

This Form Must Be Signed and Return with Bid or Bld will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of Big Mo's Landscape Maint and Ldsc p, LLC, and it is also whose address is 137 WILLIAM SPRINGS LANE, STOCKBRIDGE, GA 30281, certifies that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied in full; and
2. A drug-free workplace will be provided for the consultant's employees during the performance of the Contract; and
3. Each Sub-Contractor hired by the consultant shall be required to ensure that the Sub-Contractor's employees are provided a drug-free workplace. The Consultant shall secure from that Sub-Contractor the following written certification: "As part of the Sub-Contracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the Sub-Contractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
4. It is certified that the undersigned will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.


Signature of Authorized Agent

Johnny Mulbrow Owner
Name/Title of Authorized Agent

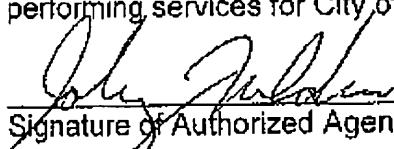
06-15-2017
Date

FORM 6

CITY OF STOCKBRIDGE CONFLICT OF INTEREST AND PROHIBITION AGAINST
CONTINGENT FEES CERTIFICATION

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of
Big MO's LAWN CARE Maint and Landscape, it is also whose address is
137 Willow Springs Lane, Stockbridge GA 30281, certifies that to the best
of its knowledge there are no circumstances which shall cause a Conflict of Interest in
performing services for City of Stockbridge.


Signature of Authorized Agent

Johnny Muldrow Owner
Name/Title of Authorized Agent

06-15-2017
Date

FORM 7
AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for the City of Stockbridge, Georgia Business License or Occupational Tax Certificate, Alcohol License, execution of contract or other public benefit as referenced in O.C.G.A. Section 50-38-1, I am stating the following with respect to my application for a City of Stockbridge license/permit and/or contract for:

Johnny Muldrow
Name of Applicant

1) ✓ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. Code Section 16-10-20.

Signature of Applicant: Johnny Muldrow

Date:

06-15-2017

Printed Name: Johnny Muldrow

*Alien Registration number for non-citizens:

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT.**

Subscribed and Sworn Before Me on this the 15 Day of June, 2017.

Notary Public: Ashton C Taylor

Ashton C Taylor

NOTARY PUBLIC

My Commission Expires: 03/30/2021

HENRY COUNTY, GEORGIA

My Commission Expires 03/30/2021

*Note: O.C.G.A. Section 50-36-1 (e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of alien, legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

FORM 8

CERTIFICATION REGARDING LOBBYING

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Local, State or Federal agency, in connection with the awarding of any contract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
2. The undersigned shall require that the language of this certification be included in the award documentations for sub-awards at all tiers (including Sub-Contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such expenditure or failure.]

The Big Mo's Lawncare, certifies or affirms the truthfulness and accuracy of each Contractor, MATHT And LSCP statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Agent: Johnny McHarris

Name and Title of Contractor Authorized Agent: Johnny McHarris Owner

Date: 06-15-2017 Telephone #: 404-323-9528

Firm or Company Name: Big Mo's Lawn Care & Maintenance L.L.C

Address: 137 Willow Springs home, Stockbridge GA, 30281

FORM 9

BID SUBMITTAL LETTER

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

The undersigned, Bid MO'S LAWN CARE MAINT AND LDSCP, hereby submits its bid Bid to furnish all labor, materials, equipment, delivered by the undersigned, to the City of Stockbridge, Georgia.

The undersigned acknowledges and agrees that the Bid submitted by the undersigned shall be binding upon the undersigned and that if City of Stockbridge, Georgia, awards the Contract to the undersigned, the Bid made by the undersigned and delivered to City of Stockbridge, Georgia herewith, together with such award, will constitute a legal, valid and binding Contract between the undersigned and City of Stockbridge, Georgia. The Contract created pursuant to the previous sentence shall incorporated the terms and conditions of the bid including, but not limited to, the bid Scope of Work, Solicitation instructions and Conditions, the Contract Provisions and the Contractor's Cost Bid, all as described in the bid.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Bid Submittal Letter this Mon day of June 19, 2017

Johnny Muldrow
By

Owner
Title

Sworn to and subscribed before me the 15 day
of June, 2017.

Notary Public

Ashton C Taylor
My Commission Expires: 03/30/2021

06/15/2017
Date

Ashton C Taylor
NOTARY PUBLIC

HENRY COUNTY, GEORGIA

My Commission Expires
03/30/2021

17ITB040517-DRR, ON-CALL STREET MAINTENANCE SERVICES
Invitation to Bid

STATE OF GEORGIA

CITY OF STOCKBRIDGE

FORM 10: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] on behalf of The City of Stockbridge Government has registered with and is participating in a federal work authorization program², in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any Sub-Contractor(s) in connection with the physical performance of services to this contract with The City of Stockbridge Government, contractor will secure from such Sub-Contractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Sub-Contractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to The City of Stockbridge Government at the time the Sub-Contractor(s) is retained to perform such service.

IMUL3930
EEV/Basic Pilot Program* User Identification Number

Bio Metrics Learning are (BCL) and Idscop, LLC.
BY: Authorized Officer of Agent

(Insert Contractor Name)

SUNNER
Title of Authorized Officer or Agent of Contractor

Johnny Muldrow
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 15 day of June 15, 2017.

Notary Public: Ashton C Taylor
County: Henry
Commission Expires: 03/30/2021

Ashton C Taylor
NOTARY PUBLIC
HENRY COUNTY, GEORGIA

My Commission Expires 03/30/2021

¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFQ, RFP, etc.) in which the value of the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

17ITB040517-DRR, ON-CALL STREET MAINTENANCE SERVICES

Invitation to Bid

STATE OF GEORGIA

CITY OF STOCKBRIDGE

FORM 11: GEORGIA SECURITY AND IMMIGRATION SUB-CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Sub-Contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor] _____ behalf of The City of Stockbridge Government has registered with and is participating in a federal work authorization program⁴, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

JMUL3930
EEV/Basic Pilot Program* User Identification Number
BIG MO'S MAINTENANCE MAINT AND LSC, LLC.
BY: Authorized Officer of Agent
(Insert Sub-Contractor Name)

OWNER
Title of Authorized Officer or Agent of Sub-Contractor
JOHN (MULBROW)
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 15 day of June, 2017.

Notary Public: Ashton C Taylor

County: Henry

Commission Expires: 03/30/2021

Ashton C Taylor
NOTARY PUBLIC
HENRY COUNTY, GEORGIA
My Commission Expires

03/30/2021

³O.C.G.A. § 13-10-90(f), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

17ITB040517-DRR, ON-CALL STREET MAINTENANCE SERVICES
Invitation to Bid

BIG MO'S LAWN CARE MAINT&LDSCP
137 WILLOW SPRINGS LN
STOCKBRIDGE GA 30281



Certificate No.: 1872
Issue Date: 1/01/2017
Expiration Date: 12/31/2017
Location: 137 WILLOW SPRINGS LN
Owner: MULDROW, JOHNNY JR. - OWNER

This certifies that BIG MO'S LAWN CARE MAINT&LDSCP has been duly licensed at the Occupational Tax Office of the City of Stockbridge, and is hereby entitled to practice the business of: LANDSCAPING SERVICES

PLEASE FOLD OR DETACH PRIOR TO DISPLAYING

CITY OF STOCKBRIDGE

OCCUPATIONAL TAX OFFICE
4640 NORTH HENRY BOULEVARD
STOCKBRIDGE, GA 30281
(770) 389-7902

---RECEIPT---

November 1, 2016

Fee Description	Gross Receipts (if applicable)	Fee Amount
GROSS RECEIPTS CLASS 3	41,000	66.60
ADMIN FEE	1	60.00
	Penalties	\$ 0.00
	Interest	\$ 0.00
	Total Fees	\$ 139.76
		159.79

Your Business License for the period January 1, 2017 - December 31, 2017 is attached.

Total Fees paid for this year are: \$ 0.00

PAID

BIG MO'S LAWN CARE MAINT&LDSCP
137 WILLOW SPRINGS LN
STOCKBRIDGE GA 30281

CITY OF STOCKBRIDGE

- Purpose of Form**
- Any individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) and use it to report on an information return the amount paid to you, or other amount reported by an information return. Examples of information returns include, but are not limited to, the following:
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
- as legislation enacted after we release it) is at www.irs.gov/w9.
- Future developments: Information about developments affecting Form W-9 (such

General instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments, information about developments affecting Form W-9 (such

Purpose of Form

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct for you are willing for a number of years to be issued.

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your taxable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' shares of effectively connected income, and any other FATCA code(s) mentioned on this form (if any) indicating that you are exempt from the FATCA withholding is correct. See What is FATCA reporting? on page 2 for further information.

- From 1098 (Yuanhe 6) to 1099 (Xinping 1), the 1098-1099 period was the 1098-1099 period.

Sign Here

Signature of _____
U.S. Person

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Part II Certification

Under penalties of perjury, I certify that:

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

For individuals, this is generally your social security number (SSN). However, for a partnership withholding. For individuals, this is generally your social security number (SSN). However, for a partnership withholding.

Part I	Taxpayer Identification Number (TIN)
--------	--------------------------------------

7. התאחדות המורים (התאחדות המורים) התאחדות המורים

Print of type
See Specific Instructions on page 2

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Request for Taxpayer
Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

6-M 150

Rev. December 2014)
Department of the Treasury
Internal Revenue Service

APPENDIX B: INSURANCE AND RISK MANAGEMENT PROVISIONS

It is The City of Stockbridge Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by The City of Stockbridge Government. Respondents shall submit with the Bid evidence of insurability satisfactory to The City of Stockbridge Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable Insurance coverage levels.

Upon award, the Contractor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to The City of Stockbridge Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of The City of Stockbridge Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	By Accident	Each Accident	\$1,000,000
Employer's Liability Insurance	By Disease	Policy Limit	\$1,000,000
Employer's Liability Insurance	By Disease	Each Employee	\$1,000,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	\$1,000,000
	Aggregate	\$3,000,000
Products\Completed Operation	Aggregate	\$1,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damages to Premises Rented to You	Limits	\$300,000
Medical Payments for Participants	Limits	\$25,000

****CGL - No Exclusion for Abuse, Molestation, Harassment, Sexual Abuse/Conduct Allegations****

BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits	Each Occurrence	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).		

3. UMBRELLA LIABILITY	Each Occurrence	\$1,000,000
(In excess of the above noted coverages)		

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to The City of Stockbridge Government. Policies and Certificates of Insurance are to list The City of Stockbridge Government as an Additional Insured (except for Workers' Compensation and Professional Liability) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If The City of Stockbridge Government shall so request, the Respondent, Contractor must furnish the City for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices must identify the "Certificate Holder" as follows:

City of Stockbridge Government – Finance Department
Purchasing Division
4640 N. Henry Boulevard
Stockbridge, Georgia 30281

Certificates must list Project Name (where applicable).

Important:

It is understood that Insurance in no way Limits the Liability of the Contractor/Vendor.

USE OF PREMISES

Contractor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of The City of Stockbridge Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Contractor will adequately protect its own work from damage, will protect The City of Stockbridge Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

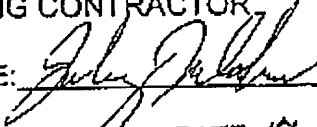
Contractor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, The City of Stockbridge Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent of the Law, Contractor hereby agrees to release, indemnify, defend and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, Sub-Contractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor further agrees to protect, defend, indemnify and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor. These indemnities shall not be limited due to the listing of any insurance coverage.

CONTRACTOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR.

COMPANY: Big Mo's Lawn Care & Maintenance SIGNATURE: 

NAME: Johnny Mulholland TITLE: Owner DATE: 06-15-2017

FORM 12

REFERENCE AND RELEASE FORM

List at least five (5) references for the Prime Contractor and each proposed subcontractor using a separate Reference and Release Form for each. Provide the information requested in the form below for the contact person who will verify the Contractor's experience and ability to perform the type of services listed in the ITB.

CONTRACTOR NAME: BOSANGLES FRANCHISE/Janell/LLC
 ADDRESS: 1310 HATCHES TRAIL, Mc DONOUGH, GA 30252
 PROJECT TITLE & PROJECT NUMBER: FACILITY LAWN CARE MAINT ENGINEER
 PHONE: (843) 230-3924 EMAIL: mason.bos@gmail.com
 CONTACT PERSON: Jeff mason
 WORK TO BE PERFORMED: LAWN CARE MAINT AND LANDSCAPE
 DOLLAR VALUE OF WORK: \$ 83,000.00 PERCENTAGE OF WORK: 50 %

CONTRACTOR NAME: WAVERLY PARK HOA
 ADDRESS: 303 CORPORATE CENTER DR, STOCKBRIDGE GA 30281
 PROJECT TITLE & PROJECT NUMBER: FACILITY LAWN CARE MAINT ENGINEER
 PHONE: (562) 250-7843 EMAIL: Freebird6@gmail.com
 CONTACT PERSON: MATTHEW SHAW
 WORK TO BE PERFORMED: LAWN CARE MAINT AND LANDSCAPE
 DOLLAR VALUE OF WORK: \$ 4,000.00 PERCENTAGE OF WORK: 50 %

CONTRACTOR NAME: NAVY Federal Credit Union
 ADDRESS: 113 Highway 138 W, STOCKBRIDGE, GA 30281
 PROJECT TITLE & PROJECT NUMBER: FACILITY LAWN CARE MAINT ENGINEER
 PHONE: (404) 538-6484 EMAIL: Angela.Johnson@NAVYFederal.org
 CONTACT PERSON: Angela JOHNSON
 WORK TO BE PERFORMED: LAWN CARE MAINT AND LANDSCAPE
 DOLLAR VALUE OF WORK: \$ 11,400.00 PERCENTAGE OF WORK: 50 %

CONTRACTOR NAME: _____
 ADDRESS: _____
 PROJECT TITLE & PROJECT NUMBER: _____
 PHONE: _____ EMAIL: _____
 CONTACT PERSON: _____
 WORK TO BE PERFORMED: _____
 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE OF WORK: _____ %

CONTRACTOR NAME: _____
 ADDRESS: _____
 PROJECT TITLE & PROJECT NUMBER: _____
 PHONE: _____ EMAIL: _____
 CONTACT PERSON: _____
 WORK TO BE PERFORMED: _____
 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE OF WORK: _____ %

CITY OF STOCKBRIDGE



**ITB # 17ITB040517-DRR
ON-CALL STREET MAINTENANCE SERVICES**

**ITB ISSUANCE DATE:
MAY 15, 2017**

**PRE-BID CONFERENCE DATE:
JUNE 6, 2017 @ 10:00 A.M. EST**

**DUE DATE FOR QUESTIONS:
JUNE 9, 2017 @ 3:00 P.M. EST**

**ITB DUE DATE AND TIME:
JUNE 29, 2017 @ 12:00 P.M. EST (NOON)**

**ALL INQUIRIES MUST BE DIRECTED TO:
Donald R. Riley, CPPB, Procurement Specialist
VIA E-MAIL AT: DRILEY@CITYOFSTOCKBRIDGE-GA.GOV**

**LOCATION: CITY OF STOCKBRIDGE FINANCE DEPARTMENT
4640 NORTH HENRY BOULEVARD
STOCKBRIDGE, GEORGIA 30281**

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INFORMATION AND INSTRUCTIONS

1. **Services Required:** This Invitation To Bid ("ITB") for qualified Contractors ("Contractor" or "Contractors") by the City of Stockbridge ("City") is seeking a qualified Contractor to provide routine street maintenance services on an as-needed basis for the City of Stockbridge located in Stockbridge, Georgia. A detailed Scope of Services ("SOS") is set forth in this ITB.
2. **Solicitation Method:** This solicitation is being conducted in accordance with all applicable provisions of the City of Stockbridge Code of Ordinances. By submitting a Bid in reference to this solicitation, a Contractor acknowledges that it is familiar with all laws applicable to this solicitation, including, but not limited to, the City's Code of Ordinances, which laws are incorporated into this ITB by reference.
3. **Minimum Qualifications:** Each Contractor and team member shall have the minimum experience set forth in this ITB.
4. **Authority to Transact Business in Georgia:** Each Contractor must submit documentation that demonstrates it is duly authorized to conduct business in the State of Georgia with its Bid. This requirement also applies to Joint Venture (JV) Team Members, Sub-Consultants and Sub-Contractors.
5. **No Offer by City and Firm Offer by Contractor:** This solicitation does not constitute an offer by City to enter into an agreement and cannot be accepted by any Contractor to form an agreement. This solicitation is only an invitation for offers from interested Contractors and no offer shall bind the City. A Contractor's offer is a firm offer and may not be withdrawn except as provided in this ITB, and in the City's Code of Ordinances and other applicable law.
6. **Bid Duration:** Bids submitted in response to this ITB must be valid for a period of One Hundred and fifty (150) calendar days from the Bid Submission Deadline and must be marked as such.
7. **Bid Submission Deadline:** Responses to this ITB must be received by the City of Stockbridge Finance Department, 4640 North Henry Boulevard, Stockbridge, Georgia 30281, no later than **12:00 P.M., Eastern Standard Time (EST) (NOON) on Thursday, June 29, 2017**. Any Bid received after this time will not be considered and will be rejected and returned.
8. **Non-Mandatory Pre-Bid Conference:** A Non-Mandatory Pre-Bid Conference has been scheduled for **Tuesday, June 6, 2017 at 10:00 A.M., E.S.T.** at the City of Stockbridge – City Hall, Council Meeting Room 2nd Floor at 4640 North Henry Boulevard, Stockbridge, Georgia 30281. Attendance at the Pre-Bid Conference is voluntary for Contractors responding to this ITB; however, Contractors are encouraged to attend. During the Pre-Bid Conference, the general requirements of the project will be discussed. Any questions raised by potential Contractors will be discussed. Verbal answers to questions during the Pre-Bid Conference will not be authoritative. Each Contractor must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the Services. It should be emphasized, however, that nothing stated or discussed during the course of this conference shall be considered to modify, alter or change the requirement of the solicitation documents, unless it shall be subsequently incorporated into an addendum to the solicitation documents.

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9. **Solicitation Questions; Prohibited Contacts:** Any questions regarding this ITB should be submitted in writing to Donald R. Riley, CPPB, Procurement Specialist, City of Stockbridge Finance Department, 4640 North Henry Boulevard, Stockbridge, Georgia 30281, or emailed to driley@cityofstockbridge-ga.gov, on or before **Friday, June 9, 2017 at 3:00 P.M. EST**. Questions received after the designated period may not be considered. Responses made by the City will be provided in writing to all Contractors by addendum. Verbal responses are not authoritative. It is the responsibility of each Contractor to obtain a copy of any Addendum issued for this solicitation by monitoring the City's website at www.cityofstockbridgega.com. No Contractor may rely on any verbal response to any question submitted concerning this ITB. All Contractors and representatives of Contractors are strictly prohibited from contacting any other City employees, City Officials, Elected Officials or any third-party representatives of the City on any matter having to do with this ITB. All communications by any Contractor concerning this ITB must be made to the City of Stockbridge Finance Department.
10. **Ownership of Bids:** Each Bid submitted to the City will become the property of the City, without compensation to a Contractor, for the City's use, in its discretion. The City shall not be liable for any Bid preparation costs incurred by Contractors.
11. **Georgia Open Records Act:** Information provided to the City is subject to disclosure under the Georgia Open Records Act, O.C.G.A. § 15-18-70 et. seq. Pursuant to O.C.G.A. § 50-18-72(a)(34), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]."
12. **Insurance Requirements:** The Insurance requirements for any Agreement that may be awarded pursuant to this ITB are set forth in Section 9: Insurance. Contractor must provide a copy of a current certificate of insurance evidencing any existing commercial general liability policies issued for Contractor, if any. For purposes of this section, "Contractor" shall mean an individual, corporation or other corporate entity submitting a Bid in connection with this solicitation, including each joint venture partner if Contractor is a joint venture.
13. **Evaluation of Financial Information:** The City's evaluation of financial information concerning a Contractor and its consideration of such information in determining whether a Contractor is responsive and responsible may involve a review of several items of information required to be included in a Bid. The City will review the Financial Information disclosed by Contractor and attached to this ITB. Further, if this ITB requires a successful Contractor that is awarded an Agreement pursuant to this solicitation to post some type of performance guarantee (e.g. letter of credit, guaranty agreement, etc.), a Contractor must submit with its Bid a notarized letter from an appropriate financial institution indicating that it is willing to issue such performance guarantee for the Contractor if an Agreement is awarded to it Contractor.
14. **Sub-Contractors and Manufacturers:** Contractors are required to submit, in writing, the addresses of any proposed Sub-Contractors or equipment manufacturers listed in the Bid and may be required to submit other material information relative to proposed Sub-Contractors. City reserves the right to disapprove any proposed Sub-Contractors whose technical or financial ability, or resources, or experience are deemed inadequate.

15. Examination of Bid Documents:

- 15.1. Each Contractor is responsible for examining with appropriate care the complete ITB and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Contractor, who is deemed to have included all costs for performance of the Services in its Bid;
- 15.2. Each Contractor shall promptly notify City in writing should the Contractor find discrepancies, errors, ambiguities or omissions in the Bid Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the ITB. Replies to such notices may be made in the form of an addendum to the ITB, which will be issued simultaneously to all potential Contractors;
- 15.3. City may in accordance with applicable law, by addendum, modify any provision or part of the ITB at any time prior to the Bid due date and time;
- 15.4. Each Contractor must confirm Addenda have been received and acknowledge receipt by executing the Acknowledgment of Addenda form provided with each Addendum; and
- 15.5. The City may waive any technicalities and formalities. The City reserves the right to cancel the ITB in its entirety.

16. Award and Execution of Agreement: If the City awards an Agreement pursuant to this solicitation, the City will prepare and forward to the successful Contractor an Agreement for execution. All Contractors should thoroughly review the document prior to submitting a Bid. Any proposed revisions to the terms or language of this document must be submitted in writing with the Contractors response to the Request for Bids. Since proposed revisions may result in a Bid being rejected if the revisions are unacceptable to the City, Contractor should review any proposed revisions with an Authorized Representative having authority to execute the Contract. Upon approval of the successful Contractor by the City of Stockbridge City Council, the City will provide the Contractor with five (5) unsigned agreements. The Contractor shall execute and return to the City five (5) signed agreements, with required insurance certificates and other documents as listed in this ITB or required by the City, within ten (10) calendar days of receipt of the contracts.

17. Multiple Awards: The City reserves, in its sole discretion, the option to award to multiple Contractors. The award(s) will be based on the SOS in its entirety or by components. Multiple awards may be made on the total SOS or to components of the SOS.

18. Illegal Immigration Reform and Enforcement Act: This ITB is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("Act"), formerly known as the Georgia Security and Immigration Compliance Act. Pursuant to Act, the Contractor must provide with its Bid proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. Completed Contractor Affidavit, Illegal Immigration Reform and Enforcement Act Forms must be submitted with the Bid at the time of submission. Under state law, the City cannot consider any Bid which does not include the completed forms. Where the business structure of a Contractor is such that Contractor is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Contractor must complete

the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Contractor itself. Where the business structure of a Contractor does not require it to obtain an EIN, each entity comprising Contractor must submit a separate Contractor Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Contractors intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City solicitations and their participation in those solicitations. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>. Additional information on completing and submitting the Contractor Affidavit can be found preceding this form in this ITB.

19. **Business License:** Contractor is requested to submit a copy of its current, valid business license with its Bid. If the Contractor is a Georgia corporation, Contractor is requested to submit a valid county or city business license. If Contractor is a joint venture, Contractor is requested to submit valid business licenses for each member of the joint venture. If the Contractor is not a Georgia corporation, Contractor is requested to submit a Certificate of Authority to Transact Business in the State of Georgia and a copy of its current, valid business license issued by its home jurisdiction.
20. **Professional License:** Contractor must attach a copy any professional license required by this ITB with its response.
21. **Joint Ventures:** Each party to a Joint Venture will be required to fully complete and submit the Required Submittal Forms unless otherwise indicated in this ITB.
22. **Conflict of Interest:** Contractors are advised to read and familiarize themselves with the conflict of interest provisions of this ITB. The City reserves the right to issue ITBs for specific projects that are independent of ITB #17ITB040517-DRR, **On-Call Street Maintenance Services** for the City of Stockbridge located in Stockbridge, Georgia. Except as stated in this ITB, Information and Instructions to Contractors, and the Notice to Contractors concerning Conflicts of Interests, successful Contractors under this ITB are not precluded from responding to such solicitations.
23. **Tax Exemption Status:** The City is exempt from Federal Excise Tax and Georgia Sales Tax with regard to goods and services purchased directly by the City of Stockbridge. Exemption certificates are furnished upon request.
24. **Codes, Permits, Fees, Licenses and Laws:** All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Respondent. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, which shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.

SUBMITTAL CHECKLIST

ITB #17ITB040517-DRR, ON-CALL STREET MAINTENANCE SERVICES

SUBMITTAL CHECKLIST

1. Use the submittal checklist to verify that all required information is included in your bid;
2. It is the sole responsibility of each Contractor to ensure that their bid is inclusive of all submittals outlined below or elsewhere in this ITB;
3. **Failure to submit any of the items below may cause rejection of the bid;**
4. The bid documents must be submitted as follows: one (1) Original Bid marked "Original" and five (5) identical copies including all required attachments; and labeled with the Name and Number of the Bid document;
5. The City assumes no liability for the differences in the information contained in the Contractor(s) printed bid submission. In the event of any discrepancy, the City will rely upon the information in the printed "Original" bid submission; and
6. The City shall not consider any bid that does not include completed Illegal Immigration Reform and Enforcement Act Affidavit Form(s).

DOCUMENTATION DESCRIPTION

DOCUMENTATION DESCRIPTION	INITIAL IF INCLUDED
1. ADDENDA (IF APPLICABLE)	☒
2. SUBMITTAL CHECKLIST (THIS FORM)	☒
3. BID (1 ORIGINAL & 5 HARD COPIES)	☒
4. COST BID (ATTACHMENT 2)	☒
5. REQUIRED FORM SUBMITTALS (APPENDIX C)	
FORM 1: NON-COLLUSION BIDDING CERTIFICATE	☒
FORM 2: NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR	☒
FORM 3: CERTIFICATE REGARDING DEBARMENT, SUSPENSION	☒
FORM 4: INELIGIBILITY CERTIFICATE	☒
FORM 5: CERTIFICATE OF A DRUG FREE WORKPLACE	☒
FORM 6: CONFLICT OF INTEREST & PROHIBITION AGAINST CONTINGENT FEES CERTIFICATION	☒
FORM 7: AFFIDAVIT VERIFYING STATUS FOR PUBLIC BENEFIT APPLICATION	☒
FORM 8: CERTIFICATION REGARDING LOBBYING	☒
FORM 9: BID SUBMITTAL LETTER	☒
FORM 10: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT/AGREEMENT	☒
FORM 11: GEORGIA SECURITY AND IMMIGRATION SUB-CONTRACTOR AFFIDAVIT	☒
FORM 12: REFERENCE AND RELEASE FORM	☒
FORM 13: SEALED BID LABEL	☒
6. BUSINESS LICENSE	☒
7. W-9 FORM	☒
8. ACKNOWLEDGEMENT OF INSURANCE CERTIFICATE	☒

Printed Name ANTONIO SANCHEZ Title PRESIDENT Date 6-29-17
 Signature ANTONIO SANCHEZ Firm Name DAE CONCRETE-INC
 Phone Number 404-433-8824 Email Address DAECONCRETE-INC@YAHOO.COM

INTRODUCTION

ITB #17ITB040517-DRR ON-CALL STREET MAINTENANCE SERVICES FOR THE CITY OF STOCKBRIDGE, GEORGIA

The City Council of Stockbridge, Georgia (City) requests qualified Contractors with proven track record to provide routine street maintenance services on an as-needed basis for the City of Stockbridge located in Stockbridge, Georgia.

1. INTRODUCTION

1.1 INTENT TO AWARD

The City intends to award to the overall lowest, responsive, and responsible Bidder; however, the City reserves the right to make multiple awards, awards based on lowest unit price, or no award.

1.1.1 Responsibility – The determination of the Bidder's responsibility will be made by the City based on whether the Bidder meets the following minimum standard requirements:

- 1.1.1.1 Has the appropriate and adequate technical experience required;
- 1.1.1.2 Has adequate personnel and equipment to perform the work expeditiously;
- 1.1.1.3 Able to comply with the required or proposed delivery and installation schedule;
- 1.1.1.4 Has a satisfactory record of performance;
- 1.1.1.5 The ability, capacity and skill of the Bidder to perform and/or provide the Work required;
- 1.1.1.6 The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that he/she is properly qualified to carry out the obligations of any Contract that is made from this award;
- 1.1.1.7 Has adequate financial means to meet obligations incidental to the work; and
- 1.1.1.8 Such other factors as the City deem to be pertinent to either the bid or the contract.

1.1.2 Responsiveness – The determination of the Bidder's responsiveness will be made by the City based on a consideration of whether the Bidder has submitted complete bid documents meeting bid requirements without irregularities, exclusions, special conditions, or alternative bids for any item unless specifically requested in this solicitation.

1.2 SUB-CONSULTANTS AND SUB-CONTRACTORS

1.2.1 The Bidder must ensure the responsibility standards for each of its Sub-

Consultants and Sub-Contractors as listed below and in each and every part of this ITB. Verification must include documentation that each Sub-Consultant or Sub-Contractor meets the responsibility criteria required to perform the work including any professional license, certification, insurance requirements of this ITB, any governmental agency having jurisdiction over the matter, or any law or regulation pertaining to the work or requirements. Bidder must not furnish any statement, representation, or certification in connection with Sub-Consultants or Sub-Contractors that is materially false, deceptive, incorrect or incomplete. Failure of the Bidder to provide information concerning the responsibility of any Sub-Consultant or Sub-Contractor may result in a finding that the Bidder is not responsible.

- 1.2.2 All proposed Sub-Consultants and Sub-Contractors must be listed in the Bidders response. Bidder must ensure that all proposed Sub-Contractors have adequate personnel, past experience, adequate facilities, finances and business systems to perform the Specifications. The City reserves the right to approve all Sub-Contractors and Sub-Consultants.
- 1.2.3 The Bidder must have the responsibility of verifying the existence, authenticity, and dates of expiration of all licenses required by all Sub-Consultants and Sub-Contractors engaged in the work of this ITB. The lack of a valid license from the Bidder or any Sub-Consultant or Sub-Contractor shall be grounds for default, and for immediate termination for cause with prejudice as it relates to the Bidder, and the removal of any unlicensed entity from the project. In the event Bidder, a Sub-Consultant or Sub-Contractor is required to be licensed or certified as a condition precedent to providing goods or services under this ITB, the revocation or loss of such license or certification may result in immediate termination of the Bidder's agreement effective as of the date on which the license or certification is no longer in effect.
- 1.2.4 All Sub-Consultants and Sub-Contractors must be approved by the City prior to performing. Consultant must receive written permission to add Sub-Consultants or Sub-Contractors not initially submitted with Bidder's response. Sub-Consultants and Sub-Contractors shall not subcontract any portion of their work pursuant this ITB without the written consent of the City. Failure of the Bidder to obtain from the City prior approval of each Sub-Consultant or Sub-Contractor performing work on the project may result in suspension of work by that Sub-Contractor, removal of work performed by unapproved Sub-Contractor(s) and all permissible sanctions against the Bidder.

2. SCOPE OF SERVICES AND TECHNICAL SPECIFICATIONS

The City is seeking a qualified Contractors to provide roadway, sidewalk and right-of-way (ROW) maintenance and repair services throughout the City as directed including but not limited to placing and pinning of steel road plates, pothole repair, asphalt street cut restoration, curb and gutter repair/replacement, sidewalk repair/replacement/installation, driveway repair, stormwater infrastructure repair, adjustment of water valve covers and manholes and all other tasks as directed by the City. All work must conform to the

Manual of Uniform Traffic Control Devices (MUTCD) and GDOT technical standards and specifications for roads, sidewalks, right of ways, or minor construction, including, but not limited to, street traffic, pedestrian traffic, traffic control devices and work zone safety. Some work may be required to be performed during overnight periods where it may be determined to be more efficient, due to traffic and/or safety concerns.

The Contractor shall employ and appropriately train a sufficient number of employees to provide efficient and timely service on behalf of the City. The Contractor shall assume responsibility for the cost of employing the workforce to maintain the City's facilities.

Services will be delivered at the City of Stockbridge – City Hall, located at 4640 North Henry Boulevard, Stockbridge, Georgia 30281 as specified in this ITB and Attachment 1, Scope of Work (SOW), attached hereto and incorporated herein by reference.

3. MINIMUM REQUIREMENTS

Contractor shall satisfactorily demonstrate significant experience in performing street maintenance services and have at least five (5) years of experience providing street repair/maintenance services, preferably for a City comparable to Stockbridge in size, scope and similar in nature.

4. SITE EXAMINATION

Immediately following the meeting. The Site examination will be conducted on June 6, 2017 at 10:00 A.M., local prevailing. Contractors are encouraged to attend; however, attendance is optional to the non-mandatory site visit at 4640 North Henry Boulevard, Stockbridge, Georgia 30281.

PRE-BID CONFERENCE (NON MANDATORY)

Date: **JUNE 6, 2017**
Time: **10:00 A.M. EST**
Location: **CITY HALL – COUNCIL MEETING ROOM**
4640 North Henry Boulevard
Stockbridge, Georgia 30281

Inquiries regarding the solicitation either technical or otherwise may be submitted in writing prior to the pre-bid conference and will be addressed; however, will be responded to in the form of an addendum with the City's official response.

Any additional questions asked at the Pre-Bid Conference must be submitted in written form at the Pre-Bid conference and will be responded to in the form of an addendum with the City's official responses.

The Pre-Bid Conference will be conducted for the purpose of explaining the City's bid process, the specifications/technical documents, and to provide non-binding verbal responses to questions concerning these specifications and to discuss issues from

the Respondents perspective. However, no verbal response provided at the Pre-Bid Conference binds the City. Only those responses to written questions that are responded to by the City in written communications will be official.

5. DURATION OF CONTRACT

The "Commencement Term" of this Agreement shall begin after the issuance of the Notice to Proceed (NTP), the starting date, and shall end absolutely and without further obligation on the part of the City on the 31st day of December 2017. The Commencement Term shall be subject to events of termination and the City's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the City's obligation to make payments provided under this Agreement shall be subject to the City's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the City's governing body and such obligation shall not constitute a pledge of the City's full faith and credit within the meaning of any constitutional debt limitation.

5.1. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the City upon the approval of the City Council for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the City Council for the calendar year of such Renewal Term. If approved by the City Council, the First Renewal Term shall begin on the 1st day of January, 2018 and shall end no later than the 31st day of December, 2018. If approved by the City Council, the Second Renewal Term shall begin on the 1st day of January, 2019 and shall end no later than the 31st day of December, 2019.

5.2. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the City's rights upon termination.

5.3. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

APPENDIX A: W-9

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
DAF CONCRETE INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☒ Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
9160 TURNER RD

6 City, state, and ZIP code
JONESBORO GA 30236

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

30	-	02	17	60	1
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ **ANTONIO SANCHEZ** Date ▶ **6-29-17**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we released it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1989 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships above*.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Abuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose name you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. TIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(c)(3), any IRA, or a custodial account under section 408(a)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4847

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 6 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its Instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to those requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(c)(3) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(ii)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4847(a)(1)
- M—A tax exempt trust under a section 408(a) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code earlier*.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must check out item 2 in the certification before signing the form.

3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ³
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 9832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that involves agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(ii)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DDA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, *Identity Theft Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via email. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward the message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@ftc.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividend, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

APPENDIX B:
INSURANCE AND RISK MANAGEMENT PROVISIONS

It is The City of Stockbridge Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by The City of Stockbridge Government. Respondents shall submit with the Bid evidence of insurability satisfactory to The City of Stockbridge Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to The City of Stockbridge Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of The City of Stockbridge Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	By Accident	Each Accident	\$1,000,000
Employer's Liability Insurance	By Disease	Policy Limit	\$1,000,000
Employer's Liability Insurance	By Disease	Each Employee	\$1,000,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	\$1,000,000
	Aggregate	\$3,000,000
Products\Completed Operation	Aggregate	\$1,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damages to Premises Rented to You	Limits	\$300,000
Medical Payments for Participants	Limits	\$25,000

****CGL - No Exclusion for Abuse, Molestation, Harassment, Sexual Abuse/Conduct Allegations****

BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits (Including operation of non-owned, owned, and hired automobiles).	Each Occurrence	\$1,000,000
--	------------------------	--------------------

3. UMBRELLA LIABILITY

(In excess of the above noted coverages)	Each Occurrence	\$1,000,000
--	------------------------	--------------------

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to The City of Stockbridge Government. Policies and Certificates of Insurance are to list The City of Stockbridge Government as an Additional Insured (except for Workers' Compensation and Professional Liability) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If The City of Stockbridge Government shall so request, the Respondent, Contractor must furnish the City for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

City of Stockbridge Government – Finance Department
Purchasing Division
4640 N. Henry Boulevard
Stockbridge, Georgia 30281

Certificates **must** list Project Name (where applicable).

Important:

It is understood that Insurance in no way Limits the Liability of the Contractor/Vendor.

USE OF PREMISES

Contractor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of The City of Stockbridge Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Contractor will adequately protect its own work from damage, will protect The City of Stockbridge Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, The City of Stockbridge Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent of the Law, Contractor hereby agrees to release, indemnify, defend and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, Sub-Contractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor further agrees to protect, defend, indemnify and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

CONTRACTOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR.

COMPANY: DBF CONCRETE INC SIGNATURE: ANTONIO SANCHEZ
NAME: ANTONIO SANCHEZ TITLE: PRESIDENT DATE: 6-29-17

APPENDIX C: REQUIRED SUBMITTALS

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

ALL bids **MUST** be received at the City of Stockbridge Finance Department – Purchasing Division.

REQUIRED CERTIFICATIONS/ATTACHMENTS

To be deemed responsive to this ITB, Proposers must provide the information requested and, where applicable, complete in detail all Bid Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Bid Forms. As appropriate, Proposers shall reproduce each Bid Form and complete the appropriate portions of the forms provided in this section.

Form 1: Non-Collusion Bidding Certificate;

Form 2: Non-Collusion Affidavit of Sub-Contractor;

Form 3: Certificate Regarding Debarment, Suspension, and Other Responsibility Matters; Primary Covered Transactions;

Form 4: Ineligibility Certificate;

Form 5: Certification of a Drug-Free Workplace;

Form 6: Conflict of Interest & Prohibition Against Contingent Fees Certification;

Form 7: Affidavit Verifying Status for City Public Benefit Application

Form 8: Certification Regarding Lobbying;

Form 9: Bid Submittal Letter;

Form 10: Georgia Security and Immigration Contractor Affidavit/Agreement;

Form 11: Georgia Security and Immigration Sub-Contractor Affidavit;

Form 12: Reference and Release Form

Form 13: Sealed Bid Label

FORM 1

NON-COLLUSION BIDDING CERTIFICATE

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

By submission of this certificate, each Proposer and each person signing on behalf of any Proposer certifies under penalty of perjury, that to the best of its knowledge and belief:

1. The cost or prices to be negotiated shall have been arrived at independently without collusion, consultation, communication or agreement, for any purpose of restricting competition as to any matter relating to such costs or prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the cost or prices to be negotiated have not been knowingly disclosed by the firm prior to the opening of price negotiations, directly or indirectly to any other Proposer or to any competitor; and,
3. No attempt has been made or will be made by the Proposer to induce any person, partnership or corporation to submit or not submit a Statement of Qualifications for the purpose of restricting competition.

ANTONIO SANCHEZ
Signature of Authorized Agent

PRESIDENT
Name/Title of Authorized Agent

C-29-17
Date

FORM 2

NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of _____ County of _____
being first duly sworn, deposes and says that:

(1) He/She is N/A (owner, partner officer,
representative, or agent) of _____, the sub-contractor that has
submitted the attached ITB;

(2) He is fully informed respecting the preparation and contents of the attached ITB and of all
pertinent circumstances respecting such ITB;

(3) Such ITB is genuine and is not a collusive or sham ITB;

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affidavit, has in any way
colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or
person to submit a collusive or sham ITB in connection with the Contract for which the
attached ITB has been submitted or refrain from proposing in connection with such Contract,
or has in any manner, directly or indirectly, sought by agreement or collusion or
communication or conference with any other Vendor, firm or person to fix the price or prices
in the attached ITB or of any other Vendor, or to fix any overhead, profit or cost element of
the proposing price or the proposing price of any other Vendor, or to secure through any
collusion, conspiracy, connivance or unlawful agreement any advantage against City of
Stockbridge or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached ITB are fair and proper and are not tainted by
any collusion, conspiracy, connivance or unlawful agreement on the part of the sub-
contractor or any of its agents, representatives, owners, employees, or parties in interest,
including this affidavit.

N/A
(Signed) _____

(Title) _____

Subscribed and Sworn to before me this _____ day of _____, 20 ____.

Name N/A _____

Title _____

My commission expires (Date) _____

FORM 3

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS; PRIMARY COVERED TRANSACTIONS**

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

The Proposer, ANTONIO SANCHEZ, certifies to the best of its knowledge and
that it and its principals: belief,

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;
2. Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/Bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Bid.

The Contractor, ANTONIO SANCHEZ, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 U.S.C. Sections 3801 Et Seq., are applicable thereto.

ANTONIO SANCHEZ
Signature of Authorized Agent

PRESIDENT
Name/Title of Authorized Agent

6-29-17
Date

Audrey Clyde
Witness

FORM 4

INELIGIBILITY CERTIFICATE

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of ANTONIO SANCHEZ, and it is also whose address is 9160 TURNER RD JONASBORO CA 90236, certifies that the Contractor, nor any of its Sub-Contractors to be used in performing this Contract, are listed on the list of Ineligible Contractors maintained by the Comptroller General of the United States.

ANTONIO SANCHEZ
Signature of Authorized Agent

President
Name/Title of Authorized Agent

6-29-17
Date

FORM 5

CERTIFICATION OF DRUG-FREE WORKPLACE

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of ANTONIO SANCHEZ and it is also whose address is 9160 TURNER BL. Jonesboro GA 30236 certifies that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied in full; and
2. A drug-free workplace will be provided for the consultant's employees during the performance of the Contract; and
3. Each Sub-Contractor hired by the consultant shall be required to ensure that the Sub-Contractor's employees are provided a drug-free workplace. The Consultant shall secure from that Sub-Contractor the following written certification: "As part of the Sub-Contracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the Sub-Contractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
4. It is certified that the undersigned will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

ANTONIO SANCHEZ
Signature of Authorized Agent

President
Name/Title of Authorized Agent

C-29-17
Date

FORM 6

CITY OF STOCKBRIDGE CONFLICT OF INTEREST AND PROHIBITION AGAINST
CONTINGENT FEES CERTIFICATION

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of
ANTONIO SANCHEZ, and, it is also whose address is
9160 TURNER RD JONESBORO GA 30230, certifies that to the best
of its knowledge there are no circumstances which shall cause a Conflict of Interest in
performing services for City of Stockbridge.

ANTONIO SANCHEZ
Signature of Authorized Agent

President
Name/Title of Authorized Agent

6-29-17
Date

FORM 7
AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for the City of Stockbridge, Georgia Business License or Occupational Tax Certificate, Alcohol License, execution of contract or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Stockbridge license/permit and/or contract for:

ANTONIO SANCHEZ
Name of Applicant

1) _____ I am a United States citizen

OR

2) ✓ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. Code Section 16-10-20.

Signature of Applicant: ANTONIO SANCHEZ Date: 6-29-17

Printed Name: ANTONIO SANCHEZ

*Alien Registration number for non-citizens:

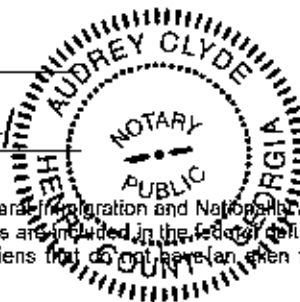
096-104-551

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT.**

Subscribed and Sworn Before Me on this the 27 Day of June, 2017.

Notary Public: Audrey Clyde

My Commission Expires: May 9th 2021



*Note: O.C.G.A. Section 50-36-1 (e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

FORM 8

CERTIFICATION REGARDING LOBBYING

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Local, State or Federal agency, in connection with the awarding of any contract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
2. The undersigned shall require that the language of this certification be included in the award documentations for sub-awards at all tiers (including Sub-Contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such expenditure or failure.]

The Contractor ANTONIO SANCHEZ, certifies or affirms the truthfulness and accuracy of each its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Agent: ANTONIO SANCHEZ

Name and Title of Contractor Authorized Agent: ANTONIO SANCHEZ

Date: C-29-17 Telephone #: 404-433-8824

Firm or Company Name: DAF CONCRETE INC.

Address: 9160 TURNER RD

JONESBORO GA 30930

FORM 9

BID SUBMITTAL LETTER

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

The undersigned, ANTONIO SANCHEZ, hereby submits its bid Bid to furnish all labor, materials, equipment, delivered by the undersigned, to the City of Stockbridge, Georgia.

The undersigned acknowledges and agrees that the Bid submitted by the undersigned shall be binding upon the undersigned and that if City of Stockbridge, Georgia, awards the Contract to the undersigned, the Bid made by the undersigned and delivered to City of Stockbridge, Georgia herewith, together with such award, will constitute a legal, valid and binding Contract between the undersigned and City of Stockbridge, Georgia. The Contract created pursuant to the previous sentence shall incorporated the terms and conditions of the bid including, but not limited to, the bid Scope of Work, Solicitation instructions and Conditions, the Contract Provisions and the Contractor's Cost Bid, all as described in the bid.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Bid Submittal Letter this 6 day of 29, 2017

ANTONIO SANCHEZ

By

President

Title

Sworn to and subscribed before me the 27 day of June, 2017.

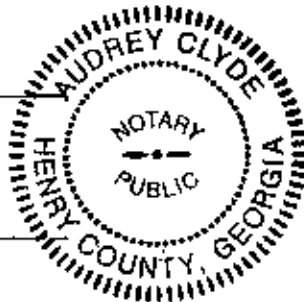
Notary Public

Audrey Clyde

My Commission Expires:

May 9th 2021

Date



STATE OF GEORGIA

CITY OF STOCKBRIDGE

FORM 10: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND
AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [Insert name of prime contractor] ANTONIO SANCHEZ on behalf of The City of Stockbridge Government has registered with and is participating in a federal work authorization program², in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any Sub-Contractor(s) in connection with the physical performance of services to this contract with The City of Stockbridge Government, contractor will secure from such Sub-Contractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Sub-Contractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to The City of Stockbridge Government at the time the Sub-Contractor(s) is retained to perform such service.

390540
EEV/Basic Pilot Program* User Identification Number

ANTONIO SANCHEZ
BY: Authorized Officer of Agent

(Insert Contractor Name)

PRESIDENT
Title of Authorized Officer or Agent of Contractor

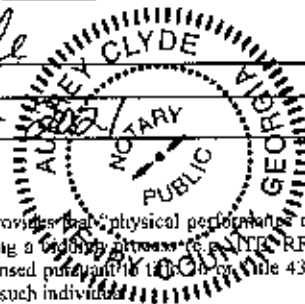
ANTONIO SANCHEZ
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 6 day of 29, 2017

Notary Public: Audrey Clyde

County: Henry

Commission Expires: May 9th 2021



¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process or an RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to Code 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

17ITB040517-DRR, ON-CALL STREET MAINTENANCE SERVICES
Invitation to Bid

STATE OF GEORGIA

CITY OF STOCKBRIDGE

FORM 11: GEORGIA SECURITY AND IMMIGRATION SUB-CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Sub-Contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor] ANTONIO SANCHEZ behalf of The City of Stockbridge Government has registered with and is participating in a federal work authorization program⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

390540
EEV/Basic Pilot Program* User Identification Number

ANTONIO SANCHEZ
BY: Authorized Officer of Agent
(Insert Sub-Contractor Name)

President
Title of Authorized Officer or Agent of Sub-Contractor

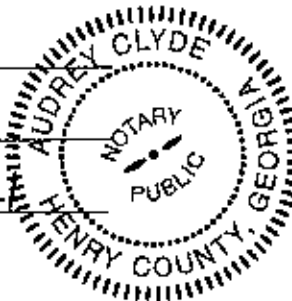
ANTONIO SANCHEZ
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 6 day of 29, 2017

Notary Public: Audrey Clyde

County: Henry

Commission Expires: May 9th 2021



³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual

⁴[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603]

FORM 12

REFERENCE AND RELEASE FORM

List at least five (5) references for the Prime Contractor and each proposed subcontractor using a separate Reference and Release Form for each. Provide the information requested in the form below for the contact person who will verify the Contractor's experience and ability to perform the type of services listed in the ITB.

CONTRACTOR NAME: Gwinnett County
 ADDRESS: 70 Langley Dr. Lawrenceville, GA
 PROJECT TITLE & PROJECT NUMBER: Annual Contract for Miscellaneous work
 PHONE: (678) 316-6769 EMAIL: Christopher.Neidlinger@gwinnettcountry.com
 CONTACT PERSON: Christopher Neidlinger
 WORK TO BE PERFORMED: Driveways, Sidewalks and Curbs.
 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE OF WORK: _____ %

CONTRACTOR NAME: Clayton County Water Authority
 ADDRESS: 1600 Battle Creek rd.
 PROJECT TITLE & PROJECT NUMBER: Annual Concrete Contract
 PHONE: (404) 593-3614 EMAIL: Marcus.McLester@ccwa.us
 CONTACT PERSON: Marcus McLester
 WORK TO BE PERFORMED: _____
 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE OF WORK: _____ %

CONTRACTOR NAME: City of Forest Park
 ADDRESS: 5230 Jones rd. Forest Park, GA, 30297
 PROJECT TITLE & PROJECT NUMBER: West St. Project Sidewalk & Roadways
 PHONE: (404) 608-2310 EMAIL: jeady@forestpark.ga.gov
 CONTACT PERSON: Jeff Eady
 WORK TO BE PERFORMED: _____
 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE OF WORK: _____ %

CONTRACTOR NAME: City of Jonesboro / CCWA
 ADDRESS: 1600 Battle Creek rd.
 PROJECT TITLE & PROJECT NUMBER: Annual Asphalt Contract
 PHONE: (678) 699-0759 EMAIL: Scott.Mask@ccwa.us
 CONTACT PERSON: Scott Mask
 WORK TO BE PERFORMED: _____
 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE OF WORK: _____ %

CONTRACTOR NAME: _____
 ADDRESS: _____
 PROJECT TITLE & PROJECT NUMBER: _____
 PHONE: _____ EMAIL: _____
 CONTACT PERSON: _____
 WORK TO BE PERFORMED: _____
 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE OF WORK: _____ %

SEALED BID LABEL

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE

SEALED BID ENCLOSED

DELIVER TO:

City of Stockbridge
Finance Department – Purchasing Division
Attn: Donald R. Riley, CPPB – Procurement Specialist
4640 North Henry Boulevard
Stockbridge, Georgia 30281

DATE: JUNE 29, 2017

ITB MUST BE RECEIVED BEFORE 12:00 NOON

COMPANY NAME: DAF CONCRETE INC

ITB # 17ITB040517-DRR,

ON-CALL STREET MAINTENANCE SERVICES

ATTACHMENT 1 SCOPE OF SERVICES

1. GENERAL

Reference is made to the Information and Instructions to Bidders and Introduction, and incorporated herein.

The Scope of Services (SOS) contained in this ITB includes, but may not be limited to, a broad array of services that may be performed over a period of time in order to meet the City's initiatives. The City will determine the services to be performed. Nothing in this ITB constitutes an assurance that a particular item of work will be performed by the successful Contractor. The City reserves the right to request all, some or any combination of services identified in this Scope of Services. When the City desires any Services contemplated under this Scope of Services, the City will contact the successful Contractor and authorize such Services. It is understood and agreed to by the Contractor that Services performed under the Scope of Services of this ITB shall include, but not be limited to, the Services described below and as desired by the City.

2. SCOPE OF SERVICES

The Contractor is to provide roadway, sidewalk and right-of-way (ROW) maintenance and repair services throughout the City as directed including but not limited to placing and pinning of steel road plates, pothole repair, asphalt street cut restoration, curb and gutter repair/replacement, sidewalk repair/replacement/installation, driveway repair, stormwater infrastructure repair, adjustment of water valve covers and manholes and all other tasks as directed by the City. All work must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and Georgia Department of Transportation (GDOT) technical standards and specifications for roads, sidewalks, right of ways, or minor construction, including, but not limited to, street traffic, pedestrian traffic, traffic control devices and work zone safety. Some work may be required to be performed during overnight periods where it may be determined to be more efficient, due to traffic and/or safety concerns.

The Contractor shall employ and appropriately train a sufficient number of employees to provide efficient and timely service on behalf of the City. The Contractor shall assume responsibility for the cost of employing the workforce to maintain the City's facilities.

conditions. At all times, emergency vehicles shall be permitted to pass through the work area, without delay.

9. POTHOLE REPAIR

All pothole repairs shall be squared off as much as possible and properly filled in with an asphalt hot mix material and compacted. All repairs shall be performed in accordance with road maintenance industry standards and shall be warranted against failure for a period of not less than ninety (90) days. Any pothole repair that has failed shall be repaired by the Contractor at no additional cost to the City.

Where there has been a trench failure, the Contractor shall remove the asphalt and base material and install new base and asphalt.

All gate valves, meter boxes, vaults and manholes shall be adjusted to finish grade prior to and upon placement, of the asphalt.

Only when an asphalt hot mix material is not readily available may the Contractor use a cold mix product. The cold mix product is to be used as a **temporary** repair only and is to be replaced with an asphalt hot mix material as soon as available.

10. SIDEWALKS

In areas of sidewalk construction, water meter boxes and gate valves shall be adjusted to final sidewalk or parkway grade. All labor and materials to accomplish adjustments and/or relocations shall be included in unit costs for constructing/repairing sidewalks.

All weakened plane joints shall be spaced at a maximum of ten (10) feet for sidewalks. Scoring lines shall conform to those prevailing in the area and be uniform in spacing. A sidewalk edging tool shall be used to finish the back edges of all curbs to a radius of one-quarter (1/4) inch. All sidewalk score lines shall have a minimum finished depth of one-quarter (1/4) inch except at weakened plane joints that shall be cut to two (2) inches and be finished with a one-half (1/2) inch radius.

The sidewalk surface shall not vary more than 0.02 foot from the ten (10) foot straightedge, except at grade changes; the finished surface shall be free from humps, sags, blemishes or other irregularities. All sidewalks shall be a minimum four (4) inch depth, except at driveways and alley approaches, where the sidewalks shall be a minimum six (6) inch depth over a six (6) inch aggregate base.

The Contractor shall barricade and protect poured/placed concrete from all damage, marks, mars and/or graffiti. Any damaged, defaced or defective concrete shall be

replaced at the Contractor's expense. Concrete replacement areas shall be from score mark, or control joint, to score mark or control joint, and shall be the full width of the sidewalk. All concrete replacement areas shall be saw-cut.

11. CONSTRUCTION METHODS

Existing improvements, buildings, trees, shrubs and other items near areas where pavement repair is being executed shall be protected from damage that could result from the Contractor's operations. The Contractor shall be responsible for repairing, at their expense, any damage to existing improvements and/or items that result from the Contractor providing inadequate protection from damage.

The Contractor shall utilize dust palliative products and techniques in order to protect any and all project adjacent properties from annoyance and/or damage from dust resulting from asphalt and pavement repairs. The Contractor's failure to utilize dust palliative products and techniques during an asphalt/pavement repair project shall be cause for the City to suspend progress on any project until said dust is controlled; costs associated with lost time, additional repairs and other related expenses shall be the Contractor's responsibility. The Contractor shall have no recourse to collect funds from the City to cover any Contractor loss resulting from the City's suspension of work. All trench repair projects shall be completed by the end of the workday on which they are started. The Contractor shall be responsible for all project clean-up, the cost of which shall be included in square foot and/or total sum costs.

Surplus spoils/materials shall become the Contractor's property and shall be disposed of away from project areas in accordance with Georgia Solid Waste Management practices.

12. INSPECTIONS

The Contractor shall furnish the City with every reasonable opportunity for its staff to ascertain that the services of the Contractor are being performed in accordance with the requirements and intentions of this ITB. All work done and all materials furnished, if any, shall be subject to the City's inspection and approval. The inspection of such work shall not relieve the Contractor of any of its obligations to fulfill its requirements.

13. SCHEDULE

For each project requested by the City, the Contractor shall conduct an initial assessment of the project. After the assessment has been completed, the Contractor will provide a written estimate of the materials needed and the time required to complete the project and may only start work upon written authorization from the City Manager

and or his designee. The Contractor shall respond to the call for services within forty-eight (48) hours of receiving the Notice to Proceed (NTP) from the City. The Contractor will be required to provide services at multiple locations on any one day. Repair work should be completed within three (3) business days after the Notice to Proceed has been given by the City.

14. DELAYS IN SCHEDULE

Should the Contractor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by any other Act of God, or by the inability to obtain materials and/or equipment, then the Contractor shall notify the City as soon as possible and provide a make-up schedule satisfactory to the City. The City at its sole option, may extend the deadline to complete the project as may be agreed upon by the City and the Contractor. In the event that there is insufficient time to grant such extensions prior to the completion date of the project, the City may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

15. EXTRA WORK

The Contractor shall perform unforeseen work whenever it is deemed necessary or desirable in order to complete fully the intent of an authorized project. Extra work will be paid for as mutually agreed between the City and the Contractor prior to commencement of such work. The final decision and approval regarding the payment of work will be made by the City. The primary method of payment shall be made by the method outlined in the ROAD REPAIR AND REPLACEMENT bid sheet.

If the City desires, it may request work to be taken on a "quote basis". Such method of payment for "Extra Work" will be a "not to exceed, quote" submitted to the City by the Contractor and will represent full compensation to the Contractor for all labor, materials and equipment to complete such work.

16. INCLEMENT WEATHER

In the event the Contractor is unable to perform services due to adverse weather conditions, the Contractor shall immediately notify the City to substantiate the conditions which prevent the performance of services, and the Contractor shall perform within three (3) days said services pursuant to the regular schedule provided that weather permit.

17. HOLIDAYS

The City shall be advised in advance of holidays to be observed by the Contractor and shall also be provided with a makeup schedule that is no more than one (1) week later. Once the makeup schedule is established, it shall not be changed without prior approval of the City Manager or his designee.

18. CALLBACKS

Whenever, in the opinion of the City, a repair is determined to be inadequate or inconsistent with City standards and best management practices, the Contractor shall, within twenty-four (24) hours after notification, submit a written response detailing how the situation will be remedied and a timeline for accomplishing the task. The Contractor shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Contractor's work. Should the Contractor fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Contractor. No additional payment will be made for callbacks as a result of inadequate repairs.

19. COMPLAINTS

Complaints regarding street repairs/maintenance, which the City considers justifiable and the responsibility of the Contractor, will be referred to the Contractor for immediate attention. Within twenty-four (24) hours, the Contractor shall submit to the City a report of the action taken to address or reconcile each complaint.

20. EMERGENCY SERVICES

Emergency services are any non-routine or non-repetitive activities required for operational continuity, safety and performance generally resulting from the failure of or the need to avert a failure of City assets, infrastructure or some component thereof. As part of its emergency services provisions, the Contractor shall:

- 20.1. Provide a twenty-four (24) hour telephone number and/or a list of employees (including their telephone numbers) who are available for twenty-four (24) hour emergency callout service;
- 20.2. Respond to the scene of the emergency within two (2) hours of call-out;
- 20.3. Assure that adequate response and resources will be dedicated to the City to the satisfaction of the City; and
- 20.4. Perform the minimal amount of work in order to achieve the safety of the public. Any remaining non-emergency work shall be performed on a task-order basis during normal working hours.

21. BREAKDOWN OF EQUIPMENT

At all times the Contractor shall properly maintain a fleet of equipment, both as to condition and appearance, for use on the work under this contract. The Contractor shall have back-up equipment on hand in the event of a breakdown by the primary equipment. In case of breakdown by the primary equipment, immediate service within one (1) hour by the back-up equipment is required to complete the task. If down for more than one (1) hour, a penalty will be assessed at the rate of \$50 per hour for each hour above and beyond one (1) hour.

22. STORAGE OF EQUIPMENT

The Contractor must provide his own storage for equipment and other required parts and materials. The City will not provide storage for any Contractor equipment.

28. CHEMICALS TO BE USED

- 28.1. The Contractor shall provide a list of all chemicals that are proposed to be used on the project for review and approval, prior to use of the chemicals;
- 28.2. The Contractor shall provide Material Safety Data Sheets (MSDS) for all chemicals that are to be used on the project;
- 28.3. The Contractor shall ensure the field crews carry copies of the MSDS for all chemicals they have while on-site;
- 28.4. The Contractor is encouraged to use bio-degradable or environmentally friendly chemical;
- 28.5. The Contractor shall ensure that all employees are properly trained in the use and handling of the approved cleaning products/chemicals; and
- 28.6. The Contractor shall ensure that all employees utilize the proper Personal Protective Equipment (PPE) as specified by the chemical or the Contractor's safety plan, whichever is most stringent.

29. REPORTS

The Contractor shall provide to the City Manager or his designee detailed reports of all street repair/maintenance services performed which shall include the receipt date of work order, type of service, and photographs of service site before and after work order is completed, location or address of service site, description of the work performed and date completed.

**ATTACHMENT 2
BID PRICING**

The successful Contractor is required to furnish all labor, travel, resources, materials, tools, equipment and services required to satisfactorily complete the installation and set-up of all items as stated below. All costs listed below are inclusive. The City will not be responsible for charges that are not included on this Bid Pricing Form. Please do not make modifications to this form as any change may render Contractor's Bid nonresponsive. Please complete the form in its entirety. Any alternate or optional fee structures must be submitted on a separate sheet and shall not be submitted in lieu of this Bid Pricing Form.

Item #	Product Description	Measurement	Cost/Each	Total Cost
1	Asphalt Driveway Replacement Residential	1SY	20	\$ 20
2	Asphalt Driveway Replacement Commercial	1SY	22	\$ 22
3	Concrete Driveway Replacement Residential	1SY	40	\$ 40
4	Concrete Driveway Replacement Commercial	1SY	35	\$ 35
5	Concrete Sidewalk	1SY	40	\$ 40
6	Concrete Curb and Gutter	1LF	15	\$ 15
7	Asphalt Pavement Removal and Replacement	1SY	30	\$ 30
8	Pothole Repair (Hot Mix)	1SY	45	\$ 45
9	Pothole Repair (Cold Mix)	1SY	40	\$ 40
10	Total Cost for Items (1-9)			\$ 287

***Legend -- (1SY = 1 Square Yard), (1LF = 1 Linear Feet).

DRF CONCRETE INC 6-29-17
Company Name Date

ANTONIO SANCHEZ ANTONIO SANCHEZ
Name of Authorized Representative Authorized Representative's Signature

END OF BID FORM

